

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM -TUESDAY, AUGUST 13, 2019**

Members of the El Mirage City Council will attend either in person or by telephone conference call. Please silence all electronic communication devices before the meeting is called to order. Thank you.

Note: The Common Council of the City of El Mirage, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. Section 38.431.03 including legal advice from the City Attorney.

Agenda

1. ROLL CALL

Mayor Alexis Hermosillo

Vice Mayor Roy Delgado

Councilmember Monica Dorcey

Councilmember Anita Norton

Councilmember Lynn Selby

Councilmember David Shapera

Councilmember Donna Winston

2. CALL TO ORDER

Pledge of Allegiance

Moment of Silence

Silence Cell Phones

3. PRESENTATIONS

1. Presentation by Debra Nolan in support of Don't Leave Me.org to promote the prevention of unnecessary deaths of dogs left in unattended hot vehicles. (Administration)
2. Presentation by YMCA Director Mr. Paul McKim to provide Council with an update of operations and activities at the Northwest Valley Family YMCA. (Administration)
3. View El Mirage Retail Attraction Video. (Economic Development)

4. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

5. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, July 2, 2019. (City Clerk)
2. Consideration and action to reappoint Cynthia Marano to the Public Safety Personnel Retirement System (PSPRS) Local Boards of the Fire and Police Departments through February 2022. (Human Resources)
3. Consideration and action to approve the purchase of a Spillman Dashboard module from Spillman Technologies, a Motorola Solutions Company, authorized in the FY19-20 CIP (Project #62044) in an amount not to exceed \$35,000. (Police)
4. Consideration and action to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of \$115,000. (Public Works)
5. Consideration and action to enter into an Inspection Services Agreement (ISA) between the Arizona Department of Housing, Office of Manufactured Housing (OMH), and the City of El Mirage to monitor and enforce the installation standards of quality and safety for manufactured homes, factory-built buildings, and mobile homes. (Community Development)
6. Consideration and action to approve Resolution R19-08-19 in order to allow alcoholic beverages to be served and consumed at a specific City of El Mirage Special Event for the FY 2019/2020 event season. (Administration)
7. Consideration and action to accept a public safety grant from the Governor's Office of Highway Safety (GOHS) in an amount of \$29,986 to support AZ TraCS Implementation Project and authorize Finance to make the necessary budget transfers. (Grants/Police)
8. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the **El Mirage Police Department** and authorize Finance to make the necessary budget transfers. (Grants/Police)
9. Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the **El Mirage City Prosecutor's Office** and authorize Finance to make the necessary budget transfers. (Grants/Police)
10. Consideration and action to award a contract to Redhawk Solutions using the City of Peoria JOC No. ACON53118 for the purpose of modifying the traffic signal at the intersection of El Mirage Road and Cactus Road in the amount of \$36,154 including a 10% contingency. (Community Development)
11. Consideration and action to approve renewal of the contract with M. Parascandola to provide prosecution services for the City and authorize the Finance Director to make budget transfers as necessary. (Administration)
12. Consideration and action to approve a Fraud Policy for City of El Mirage employees. (Finance)
6. **REGULAR AGENDA**

1. Consideration and action to allow the YMCA to host a once-a-month Produce on Wheels With-Out Waste (POWWOW) program on Saturdays for the 2019-2020 produce season (approximately six months beginning in October or November) and utilizing the City Hall parking lot for the events. (City Manager)
2. Consideration and action to enter into an agreement with the Drug Enforcement Administration to assign an El Mirage Police Officer to the DEA Task Force. (Police)
3. Consideration and action to adopt Resolution R19-08-18 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks, to comply with Arizona Revised Statutes (A.R.S.) § 36-1601. (Fire)
4. Consideration and action to adopt Ordinance O19-08-07 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks to comply with Arizona Revised Statutes (A.R.S.) § 36-1601. (Fire)
5. Consideration and action to adopt the 2019 Design & Development Standards Manual as an official City document. (Community Development)
7. **CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.
8. **MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.
9. **ADJOURNMENT**

Accommodations for Individuals with Disabilities -Alternative format materials, sign language interpretation, assistive listening devices or interpretation in languages other than English are available upon 72 hours advance notice through the Office of the City Clerk, 10000 N El Mirage Road, El Mirage, Arizona, (623) 876-2943, TDD (623)933-3258, or FAX (623) 876-4603. To the extent possible, additional reasonable accommodations will be made available within the time constraints of the request.

AFFIDAVIT OF POSTING - CITY COUNCIL MEETING OF AUGUST 13, 2019

I hereby certify that this agenda was posted by 2:00 p.m. on August 7, 2019 at the following locations: 1) the City of El Mirage Exterior Bulletin Board at 10000 N. El Mirage Road, and 2) the City of El Mirage website [at www.elmirageaz.gov](http://www.elmirageaz.gov).


Sharon Antes, City Clerk



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/19/2019	TYPE OF ACTION: Presentation	SUBJECT: Presentation by Debra Nolan in support of Don't Leave Me.org to promote the prevention of unnecessary deaths of dogs left in unattended hot vehicles. (Administration)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Presentations		

TO: Mayor and Council
FROM: Alexis A. Hermosillo, Mayor

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

BACKGROUND:

Founded by adjunct Professor Debra L. Nolen. Don't Leave Me.org is a 501 C 3 non-profit exercise in civic engagement and social responsibility through educating the public with a simple straight forward message - one dog left in a hot car to die is one dog too many.



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/19/2019	TYPE OF ACTION: Presentation	SUBJECT: Presentation by YMCA Director Mr. Paul McKim to provide Council with an update of operations and activities at the Northwest Valley Family YMCA. (Administration)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Presentations		

TO: Mayor and Council
FROM: Crystal Dyches, City Manager

RECOMMENDATION:

N/A

PROPOSED MOTION:

N/A

BACKGROUND:

Mr. McKim periodically provides updates to Council on operations and activities at the YMCA.



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Presentation	SUBJECT: View El Mirage Retail Attraction Video. (Economic Development)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Presentations		

TO: Mayor and Council
FROM: Thomas Doyle, Economic Development Manager

BACKGROUND:

Show the new retail video to Mayor and Council and briefly discuss the purpose and use at the International Council of Shopping Centers Western Conference.



AGENDA ITEM 5.1.

REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/18/2019	TYPE OF ACTION: Minutes	SUBJECT: Consideration and action to approve the minutes of the Regular Council meeting held Tuesday, July 2, 2019. (City Clerk)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council

FROM: Sharon Antes, City Clerk

RECOMMENDATION:

Approve the minutes of the Regular Council meeting held Tuesday, July 2, 2019.

PROPOSED MOTION:

I move to approve the minutes of the Regular Council meeting held Tuesday, July 2, 2019.

BACKGROUND:

Draft minutes are attached for review.

Attachments

7 2 19 Minutes DRAFT

DRAFT

**REGULAR MEETING OF THE COMMON COUNCIL
OF THE CITY OF EL MIRAGE
EL MIRAGE CITY COUNCIL CHAMBERS
10000 N. EL MIRAGE ROAD
6:00 PM - TUESDAY, JULY 2, 2019**

Minutes

1. ROLL CALL

Present: Mayor Alexis Hermosillo; Vice Mayor Roy Delgado; Councilmember Monica Dorcey; Councilmember Anita Norton; Councilmember Lynn Selby; Councilmember David Shapera; Councilmember Donna Winston

2. CALL TO ORDER

Pledge of Allegiance

3. PRESENTATION

1. Presentation of Certificate of Appreciation to Utilities division staff member Shane Swartwout. (Public Works)

Public Works Director Nick Russo presented Assistant Utilities Director Shane Swartwout with a Certificate of Appreciation for his accomplishments in the Arizona Department of Environmental Quality (ADEQ) certifications. Mr. Russo explained there are four different disciplines in the utilities field (Wastewater Collections, Wastewater Treatment, Water Distribution, and Water Treatment) and each discipline has four separate levels of achievement. There are approximately 3,000 operators statewide that are registered with ADEQ and two percent of those operators have achieved a Grade 4 certification which is the highest level. Last month Mr. Swarthwout received his Grade 4 in Wastewater Treatment and has now achieved a Grade 4 level in all four disciplines in the utilities field. Mr. Russo stated this is a rare achievement and wanted to recognize Mr. Swartwout and make Council aware of the quality of staff in Public Works. Mr. Swartwout stated he appreciates the recognition and thanked Mr. Russo for creating an environment where employee development is encouraged.

4. PROCLAMATION

1. Proclamation to support Drowning Impact Awareness Month, August 2019. (Fire)

Assistant Fire Chief Chris Richardson presented the proclamation declaring August 2019 as Drowning Impact Awareness Month. Drowning Impact Awareness month will raise awareness that the number and impact of child drownings in Arizona affects everyone. The drowning incidents in Arizona take the lives of the equivalent of a classroom of children each year. A child drowning can happen to any family regardless of education, race, or socio-economic background. Families can take simple steps to protect their children around water to avoid the tragedy of the unnecessary loss of life. Water safety remains a priority for Arizona families, the City of El Mirage, and Water Watchers at Phoenix Children's Hospital.

Mayor Hermosillo proclaimed August 2019 as *Drowning Impact Awareness Month* in the City of El Mirage.

5. CALL TO THE PUBLIC

Citizens desiring to speak on any issue within the jurisdiction of the public body may do so at this time. Comments shall be limited to three (3) minutes per person and shall be addressed to the City Council as a whole. At the conclusion of the Call to the Public, individual City Council Members may (1) respond to criticism made by those who have spoken, (2) direct staff to review or follow up on the matter, and/or (3) direct that the matter be put on a future agenda.

Cheryl Thompson of 13035 W. Via Camille Drive, is an 8-year resident of El Mirage and thanked Council for the improvements she has seen in that timeframe. She stated, however, she is disappointed that the bulk trash has been discontinued and that the monthly newsletter has been canceled. She requested that the Council reconsider these decisions and reinstate both.

Rebecca Gelowitz of 12922 N. 117th Avenue, thanked Council for the Public Safety response to Main Street and Windrose where there were accidents with children. She stated she believes Main Street is being used as a drag strip and there is a curve around the school which has parking on both sides. She stated she has almost had two head-on collisions in just the past week and someone being injured or vehicles being damaged is only a matter of time. She requested the City consider either speed bumps on this curve or making the area a No Parking Zone.

6. CONSENT AGENDA

All items listed under the Consent Agenda will be voted on with one motion. If discussion is desired regarding any Consent Agenda Item, that item will be removed from the Consent Agenda and voted on separately.

1. Consideration and action to approve the minutes of the Work Session and Regular Council meeting of June 18, 2019. (City Clerk)
2. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk)
3. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (City Clerk - Housing)
4. Consideration and action to approve the destruction of municipal documents that have reached the end of their retention period as authorized under A.R.S. §41-151.19. (Administration - Senior Center)
5. Consideration and action to request and accept, if awarded, an electric vehicle (EV) charger from the APS Take Charge AZ grant program. (Grants and Special Programs Administrator)

Vice Mayor Delgado moved to approve Consent Agenda Items 1 through 5 as presented; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

7. REGULAR AGENDA

1. Consideration and action to approve Ordinance O19-07-06 adopting the City's property tax levies for Fiscal Year 2019-2020. (Finance)

Finance Director Robert Nilles presented a short recap of previous presentations; \$2,287,426 will be for Public Safety and \$1,030,000 will be for other approved debt.

Vice Mayor Delgado moved to approve Ordinance O19-07-06 adopting the City's property tax levies for Fiscal Year 2019-2020; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

2. Consideration and action to authorize the City Manager to enter into a Professional Services Contract with EPS Group for the design and preparation of final construction documents for Dysart Road between Northern Parkway and Peoria Avenue in the amount of \$737,323. (Community Development)

City Engineer Jorge Gastelum presented this project which is part of the City's Capital Improvements Plan and was added to MAG's Arterial Life Cycle Program (ALCP) in 2017. EPS Group, Inc. was selected in November 2017 for the design and construction management of the Dysart Road Project. Thirty percent of the design for the ultimate configuration was completed in August 2018. The project and design is 60%, 90% and 100% of construction documents, the ultimate configuration without sidewalk and landscaping, and it will increase the existing two-lane road to four lanes with a raised median. The intersections at Peoria Avenue and Olive Avenue will be reconstructed, curb and gutter and bike lanes will be provided, new drainage facilities, signage, striping, and streetlights will be included as well as relocation of private irrigation and the right-of-way. Mr. Gastelum reported the 30% design fee was \$275,118 and the proposed final design fee of \$737,323 equaling a total cost of \$1,012,441. EPS Group, Inc. representative Elijah Williams was present to answer questions.

Councilmember Norton asked if this design includes cost estimates for construction and Mr. Gastelum responded that those costs are included. Vice Mayor Delgado asked when the final design will be completed and Mr. Gastelum answered it would be approximately 9 to 10 months, taking it to early 2020.

Vice Mayor Delgado moved to authorize the City Manager to negotiate and enter into a Professional Services Contract with EPS Group for the design and preparation of final construction documents for Dysart Road between Northern Parkway and Peoria Avenue in the amount of \$737,323; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

3. Consideration and action to approve Resolution R19-07-17 updating the 2018 City Council Handbook by adding a travel section to Policies & Protocol related to Conduct under Code of Ethics for Elected Officials. (Council)

There was no discussion or questions.

Vice Mayor Delgado moved to approve Resolution R19-07-17 updating the 2018 City Council Handbook by adding a travel section to Policies & Protocol related to Conduct under Code of Ethics for Elected Officials; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

4. Consideration and action to approve the Planning & Zoning Commission Review Board's recommendation to re-appoint Martin Crosby and Edward (Skip) Ast, Jr. and appoint Keith Gray to fill three Planning & Zoning Commission seats for the period July 1, 2019 through June 30, 2021. (Council Review Board - Mayor Hermosillo, Councilmember Shapera and Councilmember Norton)

There was no discussion or questions.

Vice Mayor Delgado moved to approve the Planning & Zoning Commission Review Board's recommendation to re-appoint Martin Crosby and Edward (Skip) Ast, Jr. and appoint Keith Gray to fill three Planning & Zoning Commission seats for the period of July 1, 2019 through June 30, 2021; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

City Clerk Sharon Antes gave the Oaths of Office to Martin Crosby, Edward (Skip) Ast, and Keith Gray to fill three Planning and Zoning Commission seats for the period July 1, 2019 through June 30, 2021.

8. **CITY MANAGER'S COMMENTS & SUMMARY OF CURRENT EVENTS**

The City Council may not act upon any matter in the City Manager's summary but may have general comment or questions.

City Manager Crystal Dyches reported Redflex cameras will be removed in three to four weeks since they went dark effective July 1, 2019. She also advised Council that the CIP document is complete; it is currently being printed and will be distributed when printing/binding is complete.

9. **MAYOR'S COMMENTS and COUNCIL SUMMARY OF CURRENT EVENTS**

The Mayor and City Council may not discuss or act upon any matter in the summary unless the specific matter is properly noticed for legal action.

Mayor Hermosillo stated that in light of recent community discussions regarding the bulk trash change, she has directed staff to review other possible options for future Council consideration that could be more efficient and effective than the previous program and move the City in a direction that provides sustainability. City Manager Dyches requested Council consensus in order to utilize staff resources. Councilors Dorsey, Norton, and Winston voiced their support for additional staff review and Councilor Shapera stated he did not have an objection to the additional research. City Attorney Pierce cautioned Council regarding discussion or debate since this matter was not agendaized. Mayor Hermosillo also reported on progress being made with creating an Interfaith Council that includes various organizations to be invited to participate. Staff resources will be needed for logistics details and she again requested Council consensus and support for utilizing staff to assist with this project. Councilor Shapera stated his support and further suggested she may want another Councilmember to assist her with this project. Mayor Hermosillo also reported that her meeting with DUSD Superintendent Dr. Kellis earlier in the day went very well.

Councilmember Norton stated she met with Director of Dysart Community Center (DCC) Annie Ansell to learn more about DCC and what they do and read into the record a detailed summary of what she learned (***full text of Councilor Norton's report is available in the City Clerk's file or can be heard on the audio of the 7/2/19 Council meeting***). Councilor Norton quoted two objectives, specifically 6.2 and 6.3, of the recently approved City's Strategic Plan to support and partner with "educational institutions, community based non-profits, neighborhoods and other government agencies that are critical to our communities well-being." She noted that DCC has been in El Mirage for the past 56 years and detailed numerous programs run by the Center including English As A Second Language, GED program, High School Diploma program, summer camps, preventative health programs, teen programs, and after school care. Their primary support comes from the United Way supplemented by donations from agencies, companies and foundations such as Chick-fil-A, Walmart, Sam's Club, Lowe's, The Thunderbirds, the Phoenix Suns, almost every religious organization in El Mirage, Northwest Valley Connect, Fry's, the Colonies of Benevilla, Surprise Chamber of Commerce, American Heart Association, Maricopa County Integrated Health System, and El Mirage Family Health Services.

Councilmember Selby shared his enthusiasm for the completion of the Grand Avenue Frontage Road which now has 2-way traffic again stating it looks very nice.

Councilmember Winston agreed with Councilmember Selby's assessment of the road completion stating she drives that road every day. She also thanked all the citizens who participated in the Town Hall meeting regarding the bulk trash pick-up stating it was very informative.

Councilmember Shapera said the Grand Avenue Frontage Road, Dysart Road, and Peoria Road all look very good and the turn-in for the apartments on Thunderbird is nearly complete.

Vice Mayor Delgado reported he attended the recent Senior Center Re-opening noting there were 57 Senior Center participants for the event and everyone had a good time. Mayor Hermosillo thanked staff members Amber Wakeman, Ruby Arvizu and everyone who helped with the Senior Center remodel which looks amazing.

Mayor Hermosillo reported Council will be going on a summer hiatus for 6 weeks. City Clerk Antes reported the next Council meeting will be August 13, 2019.

10. **EXECUTIVE SESSION**

1. Consideration and action to convene into Executive Session, pursuant to A.R.S. § 38-431.03.A.1., for a scheduled performance evaluation of the City Manager. (Council)

Vice Mayor Delgado moved to convene into Executive Session, pursuant to A.R.S. § 38-431-03.A.1, for a scheduled performance evaluation of the City Manager; seconded by Councilmember Shapera.

Vote: 7 - 0 Passed - Unanimously

11. **ADJOURNMENT - The meeting was adjourned at 7:38 PM.**

Alexis A. Hermosillo, Mayor

ATTEST:

Sharon Antes, City Clerk

I hereby certify the aforementioned minutes are a true and accurate record of the Regular El Mirage City Council Meeting held on Tuesday, July 2, 2019 and a quorum was present.

Sharon Antes, City Clerk

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/15/2019	TYPE OF ACTION: Other	SUBJECT: Consideration and action to reappoint Cynthia Marano to the Public Safety Personnel Retirement System (PSPRS) Local Boards of the Fire and Police Departments through February 2022. (Human Resources)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council

FROM: Dawn Kurek, Human Resources Director

RECOMMENDATION:

Approve reappointment of Cynthia Marano to the Public Safety Personnel Retirement (PSPRS) of the Fire and Police Departments.

PROPOSED MOTION:

I move to approve the reappointment of Cynthia Marano to the PSPRS Local Boards of the Fire and Police Departments through February 2022.

BACKGROUND:

Each local board (Fire and Police) of the PSPRS is made up of the following membership: Mayor, who serves as Chair; two (2) citizens appointed by the City Council who serve on both boards; and two (2) members each from the Police and Fire Departments, who are elected by their respective members. Ms. Marano has indicated an interest in continuing to serve as a citizen appointee on the local boards.

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/18/2019	TYPE OF ACTION: Purchase	SUBJECT: Consideration and action to approve the purchase of a Spillman Dashboard module from Spillman Technologies, a Motorola Solutions Company, authorized in the FY19-20 CIP (Project #62044) in an amount not to exceed \$35,000. (Police)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Paul Marzocca, Police Chief**RECOMMENDATION:**

Approve purchase of the Spillman Dashboard module authorized in the FY19-20 CIP in an amount not to exceed \$35,000.

PROPOSED MOTION:

I move to approve purchase of the Spillman Dashboard module as presented.

BACKGROUND:

City Council approved the purchase of the Spillman Dashboard module in the FY 19-20 CIP. The dashboard is integrated into the police department Spillman Records Management System and will provide department leadership a real-time picture of crime and incident data. It also provides a system for monitoring workload for employees. The dashboard will decrease the amount of manual work required to provide department leadership valuable data needed to allocate resources to best fit the needs of the community.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** Yes**MULTI-YEAR:** No**Fiscal Impact**

AMOUNT REQUESTED: \$35,000
FISCAL YEAR: 19-20
ACCOUNT TO BE CHARGED: 10-551-659

Attachments

Spillman Dashboard Quote
 spillman Sole Source Memo
 Spillman Sole Source Letter

Quote and Purchase Addendum

Quoted Date: August 24, 2018 Quote Number: 180716
Quote Expiration: November 22, 2018 Prepared By: Troy Archer

Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Spillman Technologies will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Spillman's expert installation and training staff as needed to ensure a smooth upgrade transition.

Included in Quote

- Command Staff Productivity Dashboard
- CompStat Management Dashboard

Package Quote

\$31,320.00

Dashboards

Module	License	Price
Command Staff Productivity Dashboard	Site License	\$10,440
CompStat Management Dashboard	Site License	\$20,880
Tax		\$2,779

Future Maintenance

- Future maintenance is estimated for your planning purposes and is not included in this purchase.
- 2nd-year maintenance will begin 12 months from production implementation.

2nd-year Maintenance Total: \$2,995.20

The Customer's signature below constitutes its agreement to purchase the licenses, products and/or services according to the terms quoted by Spillman Technologies within this document. This document shall serve as an addendum to the Purchase Agreement previously entered into between the Customer and Spillman Technologies. The terms and conditions of the Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted herein.

El Mirage Police Department
Customer Name

06/27/2019
Date



Authorized Signature

Michael Ashley, Deputy Director of Police Administration
Print Name and Title

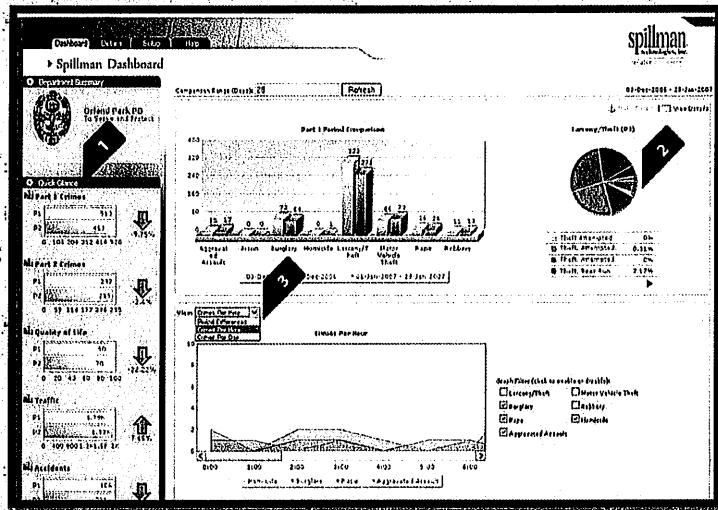
SPILLMAN DASHBOARD

POLICE

The Police Department is requesting funds to purchase the Spillman Command Staff Productivity Dashboard. The Dashboard system is integrated into the Police Department Spillman Records Management System and provides department leadership a real-time picture of crime and incident data. It also provides a system for monitoring workload for employees.

Currently there is no automated system in place to track productivity and a significant amount of staff time is spent running reports. The dashboard would decrease the amount of manual work significantly as well as provide a real-time picture of police activity and productivity that is not currently available.

This system would allow leadership to allocate resources to best fit the needs of the community. The cost is \$34,099 for the initial purchase and approximately \$2,995 in annual maintenance (10-551-265) after year 1.



CAPITAL BUDGET- BY CATEGORY AND FISCAL YEAR(S) FUNDS REQUESTED

Category:	Fund	Funding Source:	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	5 YEAR TOTAL	PROJECT TOTAL
Design									
Land									
Equipment	10-General	Taxes	\$35,000					\$35,000	\$35,000
Buildings									
Improvements									
Total			\$35,000					\$35,000	\$35,000



MEMORANDUM

TO: Paul Marzocca
Police Chief

FROM: Aimee Currey
Police Records Supervisor

SUBJECT: Spillman Sole Source Purchase

DATE: July 30, 2019

APPROVED

7-30-19 Paul Marzocca

This memo is to request approval to purchase and implement the Spillman Command Staff Productivity Dashboard. The purchase was approved as a CIP item in the FY19/20 budget.

The dashboard system provides department leadership a real-time picture of crime and incident data. It also provides a method for monitoring employee workload. The dashboard will decrease the amount of manual work significantly as well as provide a real-time picture of police activity and productivity that is not currently available. The system will allow leadership to allocate resources to best fit the needs of the community.

The cost of the module is \$34,099 and it was approved as a FY 2019/2020 CIP item.

The Spillman Command Staff Productivity Dashboard is fully integrated into the Spillman Records Management System which the Police Department has utilized since 2007. Because of the full integration, this is a sole source purchase request.

El Mirage Police Department

To whom it may concern:

El Mirage Police Department currently uses software provided by Spillman Technologies, Inc., a Motorola Solutions Company for its public safety software. The software and services are developed, supported, and provided entirely by Spillman Technologies, Inc. As the sole owner and developer of the existing software solution in place at El Mirage Police Department, and as the sole distributor of the requested software and services that are proprietary to Spillman, it is recognized that there is no substitute vendor or product that can provide the integrated system offered by Spillman. Additionally, Spillman software licenses are not sold through retail outlets, brokers, or integrators.

Please call me if I can be of further assistance. My contact information is:
1-800-860-8026, ext. 1908, (Cell) 435-512-3868 or by e-mail: troy.archer@motorolasolutions.com

Sincerely,
Troy Archer
Account Sales Regional Manager

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/12/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of \$115,000. (Public Works)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Nick Russo, Public Works Director**RECOMMENDATION:**

Authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water and pay the associated delivery and recharge fees in the amount of \$115,000.

PROPOSED MOTION:

I move to authorize the City Manager to order 508 acre feet (AF) of Central Arizona Project (CAP) sub-contract water as presented.

BACKGROUND:

The City pumps approximately 5,000 AF of groundwater annually, which requires replenishment. The City's long-term strategic plan utilizes four types of water supplies to meet the 5,000 AF replenishment demand: effluent recharge, CAP recharge, long-term storage credits, and extinguishment credits. The City currently has an annual allotment of 508 AF from CAP. CAP requires water allocations for calendar year 2020 to be ordered before October 1, 2019. This request is to authorize placement of the 2020 order of 508 AF from CAP.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** No**MULTI-YEAR:** No**Fiscal Impact****AMOUNT REQUESTED:** \$115,000**FISCAL YEAR:** FY20**ACCOUNT TO BE CHARGED:** 53-403-482**Attachments**

2020 CAP Order and Contract

July 8, 2019

Water Services Administrator

Water Control, Central Arizona Project
PO Box 43020
Phoenix, AZ 85080-3020

RE: Subcontract 2020 order

- City of El Mirage
 - Municipality
 - 508 acre-feet total
-

Requested Water Type

- **Subcontract (No. 07-XX-30-W0504) @ 508 Acre Feet**
-

Delivery Schedule 2020

Request for water to be delivered and stored beginning in **July 2020** at one or all of the three Underground Storage Facilities listed below.

- **Hieroglyphic Mountains Recharge Project**
Water Storage Permit 73-584466.1200
- **Agua Fria Recharge Project (Constructed Facility)**
Water Storage Permit 73-569776.1300
- **Tonopah Desert Recharge Project**
Water Storage Permit 73-593305.1400

The 2020 CAP subcontract fees will be \$224.00 per acre-foot (AF).

Delivery \$155.00 per AF; Capital costs \$56.00 per AF; and Storage/Recharge \$13.00 per AF.

In the Event

NIA allocation is approved and contracts assigned during 2020 El Mirage would take the allocated 1318 Acre Feet at the 2020 Fee of \$224.00 per acre-foot for delivery, capital costs and storage.

Future Projections

- 2021 CAP subcontract 508 Acre Feet; CAP NIA 1318 Acre Feet
 - 2022 CAP subcontract 508 Acre Feet; CAP NIA 1318 Acre Feet
-

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Subcontract No. 07-XX-30-W0504

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

SUBCONTRACT AMONG THE UNITED STATES,
THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT,
AND THE CITY OF EL MIRAGE
PROVIDING FOR WATER SERVICE

CENTRAL ARIZONA PROJECT

1. PREAMBLE:

THIS SUBCONTRACT, made this 13th day of July, 2007,
in pursuance generally of the Act of June 17, 1902 (32 Stat. 388), and acts amendatory
thereof or supplementary thereto, including but not limited to the Boulder Canyon Project
Act of December 21, 1928 (45 Stat. 1057), as amended, the Reclamation Project Act of
August 4, 1939 (53 Stat. 1187), as amended, the Reclamation Reform Act of October
12, 1982 (96 Stat. 1263), and particularly the Colorado River Basin Project Act of
September 30, 1968 (82 Stat. 885), as amended, and the Arizona Water Settlements Act
(118 Stat. 3478), all collectively hereinafter referred to as the "Federal Reclamation
Laws," among the UNITED STATES OF AMERICA, hereinafter referred to as the
"United States" acting through the Secretary of the Interior, the CENTRAL ARIZONA
WATER CONSERVATION DISTRICT, hereinafter referred to as the "Contractor," a
water conservation district organized under the laws of Arizona, with its principal place of
business in Phoenix, Arizona, and the CITY OF EL MIRAGE, hereinafter referred to as
the "Subcontractor," with its principal place of business in El Mirage, Arizona;

WITNESSETH, THAT:

2. EXPLANATORY RECITALS:

WHEREAS, the Colorado River Basin Project Act provides, among other things, that for the purposes of furnishing irrigation and municipal and industrial water supplies to water deficient areas of Arizona and western New Mexico through direct diversion or exchange of water, control of floods, conservation and development of fish and wildlife resources, enhancement of recreation opportunities, and for other purposes, the Secretary of the Interior shall construct, operate, and maintain the Central Arizona Project; and

WHEREAS, pursuant to the provisions of Arizona Revised Statutes §§ 48-3701, *et seq.*, the Contractor has been organized with the power to enter into a contract or contracts with the Secretary of the Interior to accomplish the purposes of Arizona Revised Statutes, §§ 48-3701, *et seq.*; and

WHEREAS, pursuant to Section 304(b)(1) of the Colorado River Basin Project Act, the Secretary of the Interior has determined that it is necessary to effect repayment of the cost of constructing the Central Arizona Project pursuant to a master contract and that the United States, together with the Contractor, shall be a party to contracts that are in conformity with and subsidiary to the master contract; and

WHEREAS, the United States and the Contractor entered into Contract No. 14-06-W-245, Amendment No. 1, dated December 1, 1988, hereinafter referred to as the "Repayment Contract," a copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof, whereby the Contractor agrees to repay to the United States the reimbursable costs of the Central Arizona Project allocated to the Contractor; and

WHEREAS, the Subcontractor is in need of a water supply and desires to subcontract with the United States and the Contractor for water service from water supplies available under the Central Arizona Project; and

1 **WHEREAS**, upon completion of the Central Arizona Project, water shall be
2 available for delivery to the Subcontractor;

3 **NOW THEREFORE**, in consideration of the mutual and dependent
4 covenants herein contained, it is agreed as follows:

5 **3. DEFINITIONS:**

6 Definitions included in the Repayment Contract are applicable to this
7 subcontract; provided, however, that the terms "Agricultural Water" or "Irrigation Water"
8 shall mean water used for the purposes defined in the Repayment Contract on tracts of
9 land operated in units of more than 5 acres. The first letters of terms so defined are
10 capitalized herein. As heretofore indicated, a copy of the Repayment Contract is
11 attached as Exhibit "A." In addition, the following definitions shall apply to this
12 subcontract:

13 (a) "Available CAP Supply" shall mean for any given Year all Fourth
14 Priority Water available for delivery through the Central Arizona Project, water available
15 from CAP dams and reservoirs other than Modified Roosevelt Dam, and return flows
16 captured by the Secretary for CAP use.

17 (b) "Fourth Priority Water" shall mean Colorado River water available
18 for delivery within the State of Arizona for satisfaction of entitlements: (1) pursuant to
19 contracts, Secretarial reservations, perfected rights, and other arrangements between
20 the United States and water users in the State entered into or established subsequent to
21 September 30, 1968, for use on Federal, State, or privately owned lands in the State (for
22 a total quantity not to exceed 164,652 acre-feet of diversions annually); and (2), after
23 first providing for the delivery of water under 43 U.S.C. §1524(e), pursuant to the
24 Repayment Contract for the delivery of Colorado River water for the CAP including use
25 of Colorado River water on Indian lands.
26

1 **4. DELIVERY OF WATER:**

2 4.1 Obligations of the United States. Subject to the terms, conditions,
3 and provisions set forth herein and in the Repayment Contract, during such periods as it
4 operates and maintains the Project Works, the United States shall deliver Project Water
5 for M&I use by the Subcontractor. The United States shall use all reasonable diligence
6 to make available to the Subcontractor the quantity of Project Water specified in the
7 schedule submitted by the Subcontractor in accordance with Article 4.4. After transfer of
8 OM&R to the Operating Agency, the United States shall make deliveries of Project Water
9 to the Operating Agency which shall make subsequent delivery to the Subcontractor as
10 provided herein.

11 4.2 Term of Subcontract. This subcontract shall become effective upon
12 the later of: (i) the date on which it is confirmed as provided for in Article 6.12; (ii) the
13 date on which the Secretary of the Interior publishes in the Federal Register the
14 statement of findings described in section 207(c)(1) of the Arizona Water Settlements
15 Act, 118 Stat. 3478; and (iii) the date on which the Subcontractor has paid or provided
16 for payment of past M&I water service capital charges as required by the Contractor.
17 This subcontract shall be for permanent service as that term is used in Section 5 of the
18 Boulder Canyon Project Act of 1928, 43 U.S.C. §617d. Project Water shall be delivered
19 under the terms of this subcontract for a period of 100 years beginning January 1 of the
20 Year following that in which the subcontract becomes effective; provided, that this
21 subcontract may be renewed upon written request by the Subcontractor upon terms and
22 conditions of renewal to be agreed upon not later than 1 year prior to the expiration of
23 this subcontract; and provided, further, that such terms and conditions shall be
24 consistent with Article 9.9 of the Repayment Contract.

25 * * * *

26 * * * *

1 4.3 Conditions Relating to Delivery and Use. Delivery and use of water
2 under this subcontract is conditioned on the following, and the Subcontractor hereby
3 agrees that:

4 (a) All uses of Project Water and Return Flow shall be consistent
5 with Arizona water law unless such law is inconsistent with the Congressional directives
6 applicable to the Central Arizona Project.

7 (b) The system or systems through which water for Agricultural,
8 M&I (including underground storage), and Miscellaneous purposes is conveyed after
9 delivery to the Subcontractor shall consist of pipelines, canals, distribution systems, or
10 other conduits provided and maintained with linings adequate in the Contracting Officer's
11 judgment to prevent excessive conveyance losses.

12 (c) The Subcontractor shall not pump, or within its legal
13 authority, permit others to pump ground water from within the exterior boundaries of the
14 Subcontractor's service area, which has been delineated on a map filed with the Con-
15 tractor and approved by the Contractor and the Contracting Officer, for use outside of
16 said service area unless such pumping is permitted under Title 45, Chapter 2, Arizona
17 Revised Statutes, as it may be amended from time to time, and the Contracting Officer,
18 the Contractor, and the Subcontractor shall agree, or shall have previously agreed, that
19 a surplus of ground water exists and drainage is or was required; provided, however,
20 that such pumping may be approved by the Contracting Officer and the Contractor, and
21 approval shall not be unreasonably withheld, if such pumping is in accord with the Basin
22 Project Act and upon submittal by the Subcontractor of a written certification from the
23 Arizona Department of Water Resources or its successor agency that the pumping and
24 transportation of ground water is in accord with Title 45, Chapter 2, Arizona Revised
25 Statutes, as it may be amended from time to time.
26

1 (d) The Subcontractor shall not sell, lease, exchange, forbear or
2 otherwise transfer Project Water; provided, however, that this does not prohibit
3 exchanges of Project Water within the State of Arizona covered by separate
4 agreements; and provided, further, that this does not prohibit effluent exchanges with
5 Indian tribes pursuant to Article 6.2; and provided, further, that this does not prohibit the
6 resale or exchange of Project Water within the State of Arizona pursuant to Subarticle
7 4.3(e).

8 (e)(i) Project Water scheduled for delivery in any Year under this
9 subcontract may be used by the Subcontractor or resold, or exchanged by the
10 Subcontractor pursuant to appropriate agreements approved by the Contracting Officer
11 and the Contractor. If said water is resold or exchanged by the Subcontractor for an
12 amount in excess of that which the Subcontractor is obligated to pay under this
13 subcontract, the excess amount shall be paid forthwith by the Subcontractor to the
14 Contractor for application against the Contractor's Repayment Obligation to the United
15 States; provided, however, that the Subcontractor shall be entitled to recover actual
16 costs of transportation, treatment, and distribution, including but not limited to capital
17 costs and OM&R costs.

18 (ii) Project Water scheduled for delivery in any Year under
19 this subcontract that cannot be used, resold, or exchanged by the Subcontractor may be
20 made available by the Contracting Officer and Contractor to other users. If such Project
21 Water is sold to or exchanged with other users, the Subcontractor shall be relieved of its
22 payments hereunder only to the extent of the amount paid to the Contractor by such
23 other users, but not to exceed the amount the Subcontractor is obligated to pay under
24 this subcontract for said water.

25 (iii) In the event the Subcontractor or the Contracting
26 Officer and the Contractor are unable to sell any portion of the Subcontractor's Project

1 Water scheduled for delivery and not required by the Subcontractor, the Subcontractor
2 shall be relieved of the pumping energy portion of the OM&R charges associated with
3 the undelivered water as determined by the Contractor.

4 (f) Notwithstanding any other provision of this subcontract,
5 Project Water shall not be delivered to the Subcontractor unless and until the
6 Subcontractor has obtained final environmental clearance from the United States for the
7 system or systems through which Project Water is to be conveyed after delivery to the
8 Subcontractor at the Subcontractor's Project turnout(s). Such system(s) shall include all
9 pipelines, canals, distribution systems, treatment, storage, and other facilities through or
10 in which Project Water is conveyed, stored, or treated after delivery to the Subcontractor
11 at the Subcontractor's Project turnout(s). In each instance, final environmental
12 clearance will be based upon a review by the United States of the Subcontractor's plans
13 for taking and using Project Water and will be given or withheld by the United States in
14 accordance with the Final Environmental Impact Statement -- Water Allocations and
15 Water Service Contracting (FES 82-7, filed March 19, 1982) and the National
16 Environmental Policy Act of 1969 (83 Stat. 852). Any additional action(s) required on
17 behalf of the Subcontractor in order to obtain final environmental clearance from the
18 United States will be identified to the Subcontractor by the United States, and no Project
19 Water shall be delivered to the Subcontractor unless and until the Subcontractor has
20 completed all such action(s) to the satisfaction of the United States.

21 4.4 Procedure for Ordering Water.

22 (a) At least 15 months prior to the date the Secretary expects to
23 issue the Notice of Completion of the Water Supply System, or as soon thereafter as is
24 practicable, the Contracting Officer shall announce by written notice to the Contractor the
25 amount of Project Water available for delivery during the Year in which said Notice of
26 Completion is issued (initial Year of water delivery) and during the following Year. Within

1 30 days of receiving such notice, the Contractor shall issue a notice of availability of
2 Project Water to the Subcontractor. The Subcontractor shall, within a reasonable period
3 of time as determined by the Contractor, submit a written schedule to the Contractor and
4 the Contracting Officer showing the quantity of water desired by the Subcontractor
5 during each month of said initial Year and the following Year. The Contractor shall notify
6 the Subcontractor by written notice of the Contractor's action on the requested schedule
7 within 2 months of the date of receipt of such request.

8 (b) The amounts, times, and rates of delivery of Project Water to
9 the Subcontractor during each Year subsequent to the Year following said initial Year of
10 water delivery shall be in accordance with a water delivery schedule for that Year. Such
11 schedule shall be determined in the following manner:

12 (i) On or before June 1 of each Year beginning with the
13 Year following the initial Year of water delivery pursuant to this subcontract, the
14 Contracting Officer shall announce the amount of Project Water available for delivery
15 during the following Year in a written notice to the Contractor. In arriving at this
16 determination, the Contracting Officer, subject to the provisions of the Repayment
17 Contract, shall use his best efforts to maximize the availability and delivery of Arizona's
18 full entitlement of Colorado River water over the term of this subcontract. Within 30 days
19 of receiving said notice, the Contractor shall issue a notice of availability of Project Water
20 to the Subcontractor.

21 (ii) On or before October 1 of each Year beginning with
22 the Year following said initial Year of water delivery, the Subcontractor shall submit in
23 writing to the Contractor and the Contracting Officer a water delivery schedule indicating
24 the amounts of Project Water desired by the Subcontractor during each month of the
25 following Year along with a preliminary estimate of Project Water desired for the
26 succeeding 2 years.

1 (iii) Upon receipt of the schedule, the Contractor and the
2 Contracting Officer shall review it and, after consultation with the Subcontractor, shall
3 make only such modifications to the schedule as are necessary to ensure that the
4 amounts, times, and rates of delivery to the Subcontractor are consistent with the
5 delivery capability of the Project, considering, among other things, the availability of
6 water and the delivery schedules of all subcontractors; provided, that this provision shall
7 not be construed to reduce annual deliveries to the Subcontractor.

8 (iv) On or before November 15 of each Year beginning
9 with the Year following said initial Year of water delivery, the Contractor shall determine
10 and furnish to the Subcontractor and the Contracting Officer the water delivery schedule
11 for the following Year which shall show the amount of water to be delivered to the
12 Subcontractor during each month of that Year, contingent upon the Subcontractor
13 remaining eligible to receive water under all terms contained herein.

14 (c) The monthly water delivery schedules may be amended upon
15 the Subcontractor's written request to the Contractor. Proposed amendments shall be
16 submitted by the Subcontractor to the Contractor no later than 15 days before the
17 desired change is to become effective, and shall be subject to review and modification in
18 like manner as the schedule. The Contractor shall notify the Subcontractor and the
19 Contracting Officer of its action on the Subcontractor's requested schedule modification
20 within 10 days of the Contractor's receipt of such request.

21 (d) The Contractor and the Subcontractor shall hold the United
22 States, its officers, agents, and employees, harmless on account of damage or claim of
23 damage of any nature whatsoever arising out of or connected with the actions of the
24 Contractor regarding water delivery schedules furnished to the Subcontractor.

25 (e) In no event shall the Contracting Officer or the Contractor be
26 required to deliver to the Subcontractor from the Water Supply System in any one month

1 a total amount of Project Water greater than eleven percent (11%) of the Subcontractor's
2 maximum entitlement; provided, however, that the Contracting Officer may deliver a
3 greater percentage in any month if such increased delivery is compatible with the overall
4 delivery of Project Water to other subcontractors as determined by the Contracting
5 Officer and the Contractor and if the Subcontractor agrees to accept such increased
6 deliveries.

7 4.5 Points of Delivery--Measurement and Responsibility for Distribution
8 of Water.

9 (a) The water to be furnished to the Subcontractor pursuant to
10 this subcontract shall be delivered at turnouts to be constructed by the United States at
11 such point(s) on the Water Supply System as may be agreed upon in writing by the
12 Contracting Officer and the Contractor, after consultation with the Subcontractor.

13 (b) Unless the United States and the Subcontractor agree by
14 contract to the contrary, the Subcontractor shall construct and install, at its sole cost and
15 expense, connection facilities required to take and convey the water from the turnouts to
16 the Subcontractor's service area. The Subcontractor shall furnish, for approval of the
17 Contracting Officer, drawings showing the construction to be performed by the
18 Subcontractor within the Water Supply System right-of-way 6 months before starting said
19 construction. The facilities may be installed, operated, and maintained on the Water
20 Supply System right-of-way subject to such reasonable restrictions and regulations as to
21 type, location, method of installation, operation, and maintenance as may be prescribed
22 by the Contracting Officer.

23 (c) All water delivered from the Water Supply System shall be
24 measured with equipment furnished and installed by the United States and operated and
25 maintained by the United States or the Operating Agency. Upon the request of the
26 Subcontractor or the Contractor, the accuracy of such measurements shall be

1 investigated by the Contracting Officer or the Operating Agency, Contractor, and
2 Subcontractor, and any errors which may be mutually determined to have occurred
3 therein shall be adjusted; provided, that in the event the parties cannot agree on the
4 required adjustment, the Contracting Officer's determination shall be conclusive.

5 (d) Neither the United States, the Contractor, nor the Operating
6 Agency shall be responsible for the control, carriage, handling, use, disposal, or
7 distribution of Project Water beyond the delivery point(s) agreed to pursuant to Sub-
8 article 4.5(a). The Subcontractor shall hold the United States, the Contractor, and the
9 Operating Agency harmless on account of damage or claim of damage of any nature
10 whatsoever for which there is legal responsibility, including property damage, personal
11 injury, or death arising out of or connected with the Subcontractor's control, carriage,
12 handling, use, disposal, or distribution of such water beyond said delivery point(s).

13 4.6 Temporary Reductions. In addition to the right of the United States
14 under Subarticle 8.3(a)(iv) of the Repayment Contract temporarily to discontinue or
15 reduce the amount of water to be delivered, the United States or the Operating Agency
16 may, after consultation with the Contractor, temporarily discontinue or reduce the
17 quantity of water to be furnished to the Subcontractor as herein provided for the
18 purposes of investigation, inspection, maintenance, repair, or replacement of any of the
19 Project facilities or any part thereof necessary for the furnishing of water to the
20 Subcontractor, but so far as feasible the United States or the Operating Agency shall
21 coordinate any such discontinuance or reduction with the Subcontractor and shall give
22 the Subcontractor due notice in advance of such temporary discontinuance or reduction,
23 except in case of emergency, in which case no notice need be given. Neither the United
24 States, its officers, agents, and employees, nor the Operating Agency, its officers,
25 agents, and employees, shall be liable for damages when, for any reason whatsoever,
26 any such temporary discontinuance or reduction in delivery of water occurs. If any such

1 discontinuance or temporary reduction results in deliveries to the Subcontractor of less
2 water than what has been paid for in advance, the Subcontractor shall be entitled to be
3 reimbursed for the appropriate proportion of such advance payments prior to the date of
4 the Subcontractor's next payment of water service charges or the Subcontractor may be
5 given credit toward the next payment of water charges if the Subcontractor should so
6 desire.

7 4.7 Priority in Case of Shortage. On or before June 1 of each Year,
8 the Secretary shall announce the Available CAP Supply for the following Year in a
9 written notice to the Contractor.

10 (a) Prior to January 1, 2044, a time of shortage shall exist in any
11 Year in which the Available CAP Supply for that Year is insufficient to satisfy all of the
12 entitlements set forth in subparagraphs (i) through (iii) below:
13

14 (i) Three hundred forty-three thousand seventy-nine
15 (343,079) acre-feet of CAP Indian Priority Water;

16 (ii) Six hundred thirty-eight thousand eight hundred
17 twenty-three (638,823) acre-feet of CAP M&I Priority
18 Water; and

19 (iii) Up to one hundred eighteen (118) acre-feet of CAP
20 M&I Priority Water converted from CAP NIA Priority
21 Water under the San Tan Irrigation District's CAP
22 Subcontract.
23

24 (b) On or after January 1, 2044, a time of shortage shall exist in
25 any Year in which the Available CAP Supply for that Year is insufficient to satisfy all of
26 the entitlements as set forth in subparagraphs (i) through (iv) below:

- 1 (i) Three hundred forty-three thousand seventy-nine
2 (343,079) acre-feet of CAP Indian Priority Water;
3
4 (ii) Six hundred thirty-eight thousand eight hundred
5 twenty-three (638,823) acre-feet of CAP M&I Priority
6 Water;
7
8 (iii) Up to forty-seven thousand three hundred three
9 (47,303) acre-feet of CAP M&I Priority Water
10 converted from CAP NIA Priority Water pursuant to the
11 Hohokam Agreement; and
12
13 (iv) Up to one hundred eighteen (118) acre-feet of CAP
14 M&I Priority Water converted from CAP NIA Priority
15 Water under the San Tan Irrigation District's CAP
16 Subcontract.
17 (c) Initial distribution of water in time of shortage.
18 (i) If the Available CAP Supply is equal to or less than
19 eight hundred fifty-three thousand seventy-nine
20 (853,079) acre-feet, then 36.37518% of the Available
21 CAP Supply shall be available for delivery as CAP
22 Indian Priority Water and the remainder shall be
23 available for delivery as CAP M&I Priority Water.
24 (ii) If the Available CAP Supply is greater than eight
25 hundred fifty-three thousand seventy-nine (853,079)
26 acre-feet, then the quantity of water available for

1 delivery as CAP Indian Priority Water shall be
2 determined in accordance with the following equation
3 and the remainder shall be available for delivery as
4 CAP M&I Priority Water:
5

6
$$I = \{[32,770 \div (E - 853,079)] \times W\} + (343,079 - \{[32,770 \div (E - 853,079)] \times E\})$$

7 *where*

8
9 I = the quantity of water available for delivery as CAP Indian
10 Priority Water

11 E = the sum of the entitlements to CAP Indian Priority Water and
12 CAP M&I Priority Water as described in subparagraphs 4.7(a) or (b),
13 whichever is applicable; and
14

15
16 W = the Available CAP Supply
17

18 *Example A.* If, before January 1, 2044, the sum of the entitlements to CAP
19 Indian Priority Water and CAP M&I Priority Water as described in
20 subparagraph 4.7(a) is nine hundred eighty-one thousand nine hundred
21 two (343,079 + 638,823 + 0) acre-feet, then the quantity of water available
22 for delivery as CAP Indian Priority Water would be ninety-three thousand
23 three hundred three (93,303) acre-feet plus 25.43800% of the Available
24 CAP Supply.
25
26

1 *Example B.* If, after January 1, 2044, the sum of the entitlements to CAP
2 Indian Priority Water and CAP M&I Priority Water as described in
3 subparagraph 4.7(b) is one million twenty-nine thousand three hundred
4 twenty-three (1,029,323) acre-feet (343,079 + 638,823 + 47,303 + 118),
5 then the quantity of water available for delivery as CAP Indian Priority
6 Water would be one hundred fifty-one thousand six hundred ninety-one
7 (151,691) acre-feet plus 18.59354% of the Available CAP Supply.
8

9 (d) In time of shortage unscheduled CAP Water shall be
10 redistributed as follows:
11

12 (i) Any water available for delivery as CAP Indian Priority
13 Water that is not scheduled for delivery pursuant to
14 contracts, leases or exchange agreements for the
15 delivery of CAP Indian Priority Water shall become
16 available for delivery as CAP M&I Priority Water.

17 (ii) CAP M&I Priority Water shall be distributed among
18 those entities with contracts for the delivery of CAP
19 M&I Priority Water in a manner determined by the
20 Secretary and the CAP Operating Agency in
21 consultation with M&I water users to fulfill all delivery
22 requests to the greatest extent possible. Any water
23 available for delivery as CAP M&I Priority Water that is
24 not scheduled for delivery pursuant to contracts,
25 leases or exchange agreements for the delivery of
26

1 CAP M&I Priority Water shall become available for
2 delivery as CAP Indian Priority Water.

3 (e) Any water remaining after all requests for delivery of CAP
4 Indian Priority Water and CAP M&I Priority Water have been satisfied shall become
5 available for delivery as CAP NIA Priority Water.
6

7 (f) Nothing in this paragraph 4.7 shall be construed to allow or
8 authorize any CAP Contractor or CAP Subcontractor to receive, pursuant to such
9 contracts, CAP water in amounts greater than such contractor's entitlement.
10

11 4.8 Secretarial Control of Return Flow.

12 (a) The Secretary reserves the right to capture all Return Flow
13 flowing from the exterior boundaries of the Contractor's Service Area as a source of
14 supply and for distribution to and use of the Central Arizona Project to the fullest extent
15 practicable. The Secretary also reserves the right to capture for Project use Return Flow
16 which originates or results from water contracted for from the Central Arizona Project
17 within the boundaries of the Contractor's Service Area if, in his judgment, such Return
18 Flow is not being put to a beneficial use. The Subcontractor may recapture and reuse or
19 sell its Return Flow; provided, however, that such Return Flow may not be sold for use
20 outside Maricopa, Pinal, and Pima Counties; and provided, further, that this does not
21 prohibit effluent exchanges with Indian tribes pursuant to Article 6.2. The Subcontractor
22 shall, at least 60 days in advance of any proposed sale of such water, furnish the
23 following information in writing to the Contracting Officer and the Contractor:
24

25 * * * *

26 * * * *

- (i) The name and address of the prospective buyer.
- (ii) The location and proposed use of the Return Flow.
- (iii) The price to be charged for the Return Flow.

(b) The price charged for the Return Flow may cover the cost incurred by the Subcontractor for Project Water plus the cost required to make the Return Flow usable. If the price received for the Return Flow is greater than the costs incurred by the Subcontractor, as described above, the excess amount shall be forthwith returned by the Subcontractor to the Contractor for application against the Contractor's Repayment Obligation to the United States. Costs required to make Return Flow usable shall include but not be limited to capital costs and OM&R costs including transportation, treatment, and distribution, and the portion thereof that may be retained by the Subcontractor shall be subject to the advance approval of the Contractor and the Contracting Officer.

(c) Any Return Flow captured by the United States and determined by the Contracting Officer and the Contractor to be suitable and available for use by the Subcontractor may be delivered by the United States or Operating Agency to the Subcontractor as a part of the water supply for which the Subcontractor subcontracts hereunder and such water shall be accounted and paid for pursuant to the provisions hereof.

(d) All capture, recapture, use, reuse, and sale of Return Flow under this article shall be in accord with Arizona water law unless such law is inconsistent with the Congressional directives applicable to the Central Arizona Project.

1 4.9 Water and Air Pollution Control. The Subcontractor, in carrying out
2 this subcontract, shall comply with all applicable water and air pollution laws and
3 regulations of the United States and the State of Arizona and shall obtain all required
4 permits or licenses from the appropriate Federal, State, or local authorities.

5 4.10 Quality of Water. The operation and maintenance of Project
6 facilities shall be performed in such manner as is practicable to maintain the quality of
7 water made available through such facilities at the highest level reasonably attainable as
8 determined by the Contracting Officer. Neither the United States, the Contractor, nor the
9 Operating Agency warrants the quality of water and is under no obligation to construct or
10 furnish water treatment facilities to maintain or better the quality of water. The
11 Subcontractor waives its right to make a claim against the United States, the Operating
12 Agency, the Contractor, or another subcontractor because of changes in water quality
13 caused by the commingling of Project Water with other water.
14
15

16 4.11 Exchange Water.

17 (a) Where the Contracting Officer determines the Subcontractor
18 is physically able to receive Colorado River mainstream water in exchange for or in
19 replacement of existing supplies of water from surface sources other than the Colorado
20 River, the Contracting Officer may require that the Subcontractor accept said
21 mainstream water in exchange for or in replacement of said existing supplies pursuant to
22 the provisions of Section 304(d) of the Basin Project Act; provided, however, that a sub-
23 contractor on the Project aqueduct shall not be required to enter into exchanges in which
24 existing supplies of water from surface sources are diverted for use by other
25 subcontractors downstream on the Project aqueduct.
26

1 (b) If, in the event of shortages, the Subcontractor has yielded
2 water from other surface water sources in exchange for Colorado River mainstream
3 water supplied by the Contractor or the Operating Agency, the Subcontractor shall have
4 first priority against other users supplied with Project Water that have not yielded water
5 from other surface water sources but only in quantities adequate to replace the water so
6 yielded.
7

8 4.12 Entitlement to Project M&I Water.

9 (a) The Subcontractor is entitled to take a maximum of
10 508 acre-feet of Project Water for M&I uses including but not limited to underground
11 storage.
12

13 (b) If at any time during the term of this subcontract there is
14 available for allocation additional M&I Project Water, or Agricultural Water converted to
15 M&I use, it shall be delivered to the Subcontractor at the same water service charge per
16 acre-foot and with the same priority as other M&I Water, upon execution or amendment
17 of an appropriate subcontract among the United States, the Contractor, and the
18 Subcontractor and payment of an amount equal to the acre-foot charges previously paid
19 by other subcontractors pursuant to Article 5.2 hereof plus interest. In the case of
20 Agricultural Water conversions, the payment shall be reduced by all previous payments
21 of agricultural capital charges for each acre-foot of water converted. The interest due
22 shall be calculated for the period between issuance of the Notice of Completion of the
23 Water Supply System and execution or amendment of the subcontract using the
24 weighted interest rate received by the Contractor on all investments during that period.
25
26

1 4.13 Delivery of Project Water Prior to Completion of Project Works.

2 Prior to the date of issuance of the Notice of Completion of the Water Supply System by
3 the Secretary, water may be made available for delivery by the Secretary on a "when
4 available" basis at a water rate and other terms to be determined by the Secretary after
5 consultation with the Contractor.
6

7 5. PAYMENTS:

8 5.1 Water Service Charges for Payment of Operation, Maintenance, and
9 Replacement Costs. Subject to the provisions of Article 5.4 hereof, the Subcontractor
10 shall pay in advance for Project OM&R costs estimated to be incurred by the United
11 States or the Operating Agency. At least 15 months prior to first delivery of Project
12 Water, or as soon thereafter as is practicable, the Contractor shall furnish the
13 Subcontractor with an estimate of the Subcontractor's share of OM&R costs to the end
14 of the initial Year of water delivery and an estimate of such costs for the following Year.
15 Within a reasonable time of the receipt of said estimates, as determined by the
16 Contractor, but prior to the delivery of water, the Subcontractor shall advance to the Con-
17 tractor its share of such estimated costs to the end of the initial month of water delivery
18 and without further notice or demand shall on or before the first day of each succeeding
19 month of the initial Year of water delivery and the following Year advance to the
20 Contractor in equal monthly installments the Subcontractor's share of such estimated
21 costs. Advances of monthly payments for each subsequent Year shall be made by the
22 Subcontractor to the Contractor on the basis of annual estimates to be furnished by the
23 Contractor on or before June 1 preceding each said subsequent Year and the advances
24 of payments for said estimated costs shall be due and payable in equal monthly
25
26

1 payments on or before the first day of each month of the subsequent Year. Differences
2 between actual OM&R costs and estimated OM&R costs shall be determined by the
3 Contractor and shall be adjusted in the next succeeding annual estimates; provided,
4 however, that if in the opinion of the Contractor the amount of any annual OM&R
5 estimate is likely to be insufficient to cover the above-mentioned costs during such
6 period, the Contractor may increase the annual estimate of the Subcontractor's OM&R
7 costs by written notice thereof to the Subcontractor, and the Subcontractor shall forthwith
8 increase its remaining monthly payments in such Year to the Contractor by the amount
9 necessary to cover the insufficiency. All estimates of OM&R costs shall be accompanied
10 by data and computations relied on by the Contractor in determining the amounts of the
11 estimated OM&R costs and shall be subject to joint review by the Subcontractor and the
12 Contractor.
13 Contractor.

14
15 5.2 M&I Water Service Charges.

16 (a) Subject to the provisions of Article 5.4 hereof and in addition
17 to the OM&R payments required in Article 5.1 hereof, the Subcontractor shall, in advance
18 of the delivery of Project M&I Water by the United States or the Operating Agency, make
19 payment to the Contractor in equal semiannual installments of an M&I Water service
20 capital charge based on a maximum entitlement of 508 acre-feet per year multiplied by
21 the rate established by the Contractor for that year.

22
23 (b) The M&I Water service capital charge may be adjusted
24 periodically by the Contractor as a result of repayment determinations provided for in the
25 Repayment Contract and to reflect all sources of revenue, but said charge per acre-foot
26 shall not be greater than the amount required to amortize Project capital costs allocated

1 to the M&I function and determined by the Contracting Officer to be a part of the
2 Contractor's Repayment Obligation. Such amortization shall include interest at 3.342
3 percent per annum. If any adjustment is made in the M&I Water service capital charge,
4 notice thereof shall be given by the Contractor to the United States and to the
5 Subcontractor on or before June 1 of the Year preceding the Year the adjusted charge
6 becomes effective. The M&I Water service capital charge payment for the initial Year
7 shall be advanced to the Contractor in equal semiannual installments on or before
8 December 1 preceding the initial Year and June 1 of said initial Year; provided, however,
9 that the payment of the initial M&I Water service capital charge shall not be due until the
10 Year in which Project Water is available to the Subcontractor after Notice of Completion
11 of the Water Supply System is issued. Thereafter, for each subsequent Year, payments
12 by the Subcontractor in accordance with the foregoing provisions shall be made in equal
13 semiannual installments on or before the December 1 preceding said subsequent Year
14 and the June 1 of said subsequent Year as may be specified by the Contractor in written
15 notices to the Subcontractor.

18 (c) Payment of all M&I Water service capital and corresponding
19 OM&R charges becoming due hereunder prior to or on the dates stipulated in Articles
20 5.1 and 5.2 is a condition precedent to receiving M&I Water under this subcontract.

22 (d) All payments to be made to the Contractor or the United
23 States under Articles 5.1 and 5.2 hereof shall be made by the Subcontractor as such
24 payments fall due from revenues legally available to the Subcontractor for such payment
25 from the sale of water to its water users and from any and all other sources which might
26 be legally available; Provided, That no portion of the general taxing authority of the

1 Subcontractor, nor its general funds, nor funds from ad valorem taxes are obligated by
2 the provisions of this subcontract, nor shall such sources be liable for the payments,
3 contributions, and other costs pursuant to this subcontract, or to satisfy any obligation
4 hereunder unless duly and lawfully allocated and budgeted for such purpose by the
5 Subcontractor for the applicable budget year; and Provided, further, That no portion of
6 this agreement shall ever be construed to create an obligation superior in lien to or on a
7 parity with the Subcontractor's revenue bonds now or hereafter issued. The
8 Subcontractor shall levy and impose such necessary water service charges and rates
9 and use all the authority and resources available to it to collect all such necessary water
10 service charges and rates in order that the Subcontractor may meet its obligations
11 hereunder and make in full all payments required under this subcontract on or before the
12 date such payments become due.
13
14

15 5.3 Loss of Entitlement. The Subcontractor shall have no right to
16 delivery of water from Project facilities during any period in which the Subcontractor may
17 be in arrears in the payment of any charges due the Contractor. The Contractor may sell
18 to another entity any water determined to be available under the Subcontractor's
19 entitlement for which payment is in arrears; provided, however, that the Subcontractor
20 may regain the right to use any unsold portion of the water determined to be available
21 under the original entitlement upon payment of all delinquent charges plus any
22 difference between the subcontractual obligation and the price received in the sale of the
23 water by the Contractor and payment of charges for the current period.
24

25 5.4 Refusal to Accept Delivery. In the event the Subcontractor fails or
26 refuses in any Year to accept delivery of the quantity of water available for delivery to

1 and required to be accepted by it pursuant to this subcontract, or in the event the
2 Subcontractor in any Year fails to submit a schedule for delivery as provided in Article
3 4.4 hereof, said failure or refusal shall not relieve the Subcontractor of its obligation to
4 make the payments required in this subcontract.

5 5.5 Charge for Late Payments. The Subcontractor shall pay a late
6 payment charge on installments or charges that are received after the due date. The
7 late payment charge percentage rate calculated by the Department of the Treasury and
8 published quarterly in the Federal Register shall be used; provided, that the late
9 payment charge percentage rate shall not be less than 0.5 percent per month. The late
10 payment charge percentage rate applied on an overdue payment shall remain in effect
11 until payment is received. The late payment rate for a 30-day period shall be determined
12 on the day immediately following the due date and shall be applied to the overdue
13 payment for any portion of the 30-day period of delinquency. In the case of partial late
14 payments, the amount received shall first be applied to the late charge on the overdue
15 payment and then to the overdue payment.

18 6. GENERAL PROVISIONS:

19 6.1 Repayment Contract Controlling. Pursuant to the Repayment
20 Contract, the United States has agreed to construct and, in the absence of an approved
21 Operating Agency, to operate and maintain the works of the Central Arizona Project and
22 to deliver Project Water to the various subcontractors within the Project Service Area;
23 and the Contractor has obligated itself for the payment of various costs, expenses, and
24 other amounts allocated to the Contractor pursuant to Article 9 of the Repayment
25 Contract. The Subcontractor expressly approves and agrees to all the terms presently
26 set out in the Repayment Contract including Subarticle 8.8(b)(viii) thereof, or as such

1 terms may be hereafter amended, and agrees to be bound by the actions to be taken
2 and the determinations to be made under that Repayment Contract, except as otherwise
3 provided herein.

4 6.2 Effluent Exchanges. The Subcontractor may enter into direct
5 effluent exchanges with Indian entities that have received an allocation of Project Water
6 and receive all benefits from the exchange.

7 6.3 Notices. Any notice, demand or request authorized or required by
8 this subcontract shall be deemed to have been given when mailed, postage prepaid, or
9 delivered to the Regional Director, Lower Colorado Region, Bureau of Reclamation, P.O.
10 Box 61470, Boulder City, Nevada 89006-1470, on behalf of the Contractor or
11 Subcontractor; to the Central Arizona Water Conservation District, P. O. Box 43020,
12 Phoenix, Arizona 85080, on behalf of the United States or Subcontractor; and to the
13 City of El Mirage, P.O. Box 26, El Mirage, Arizona 85335, on behalf of the United States
14 or Contractor. The designation of the addressee or the address may be changed by
15 notice given in the same manner as provided in this Article for other notices.
16

17
18 6.4 Water Conservation Program.

19 (a) While the contents and standards of a given water
20 conservation program are primarily matters of State and local determination, there is a
21 strong Federal interest in developing an effective water conservation program because
22 of this subcontract. The Subcontractor shall develop and implement an effective water
23 conservation program for all uses of water that is provided from or conveyed through
24 Federally constructed or Federally financed facilities. That water conservation program
25
26

1 shall contain definite goals, appropriate water conservation measures, and time
2 schedules for meeting the water conservation objectives.

3 (b) A water conservation program, acceptable to the Contractor
4 and the Contracting Officer, shall be in existence prior to one or all of the following: (1)
5 service of Federally stored/conveyed water; (2) transfer of operation and maintenance of
6 the Project facilities to the Contractor or Operating Agency; or (3) transfer of the Project
7 to an operation and maintenance status. The distribution and use of Federally
8 stored/conveyed water and/or the operation of Project facilities transferred to the
9 Contractor shall be consistent with the adopted water conservation program. Following
10 execution of this subcontract, and at subsequent 5-year intervals, the Subcontractor
11 shall resubmit the water conservation plan to the Contractor and the Contracting Officer
12 for review and approval. After review of the results of the previous 5 years and after
13 consultation with the Contractor, the Subcontractor, and the Arizona Department of
14 Water Resources or its successor, the Contracting Officer may require modifications in
15 the water conservation program to better achieve program goals.
16

18 6.5 Rules, Regulations, and Determinations.

19 (a) The Contracting Officer shall have the right to make, after an
20 opportunity has been offered to the Contractor and Subcontractor for consultation, rules
21 and regulations consistent with the provisions of this subcontract, the laws of the United
22 States and the State of Arizona, to add to or to modify them as may be deemed proper
23 and necessary to carry out this subcontract, and to supply necessary details of its
24 administration which are not covered by express provisions of this subcontract. The
25 Contractor and Subcontractor shall observe such rules and regulations.
26

1 (b) Where the terms of this subcontract provide for action to be
2 based upon the opinion or determination of any party to this subcontract, whether or not
3 stated to be conclusive, said terms shall not be construed as permitting such action to be
4 predicated upon arbitrary, capricious, or unreasonable opinions or determinations. In
5 the event that the Contractor or Subcontractor questions any factual determination made
6 by the Contracting Officer, the findings as to the facts shall be made by the Secretary
7 only after consultation with the Contractor or Subcontractor and shall be conclusive upon
8 the parties.
9

10 6.6 Officials Not to Benefit.

11 (a) No Member of or Delegate to Congress or Resident
12 Commissioner shall be admitted to any share or part of this subcontract or to any benefit
13 that may arise herefrom. This restriction shall not be construed to extend to this
14 subcontract if made with a corporation or company for its general benefit.
15

16 (b) No official of the Subcontractor shall receive any benefit that
17 may arise by reason of this subcontract other than as a water user within the Project and
18 in the same manner as other water users within the Project.

19 6.7 Assignment Limited--Successors and Assigns Obligated. The
20 provisions of this subcontract shall apply to and bind the successors and assigns of the
21 parties hereto, but no assignment or transfer of this subcontract or any part or interest
22 therein shall be valid until approved by the Contracting Officer.
23

24 6.8 Judicial Remedies Not Foreclosed. Nothing herein shall be
25 construed (a) as depriving any party from pursuing and prosecuting any remedy in any
26 appropriate court of the United States or the State of Arizona which would otherwise be

1 available to such parties even though provisions herein may declare that determinations
2 or decisions of the Secretary or other persons are conclusive or (b) as depriving any
3 party of any defense thereto which would otherwise be available.

4 6.9 Books, Records, and Reports. The Subcontractor shall establish
5 and maintain accounts and other books and records pertaining to its financial
6 transactions, land use and crop census, water supply, water use, changes of Project
7 works, and to other matters as the Contracting Officer may require. Reports thereon
8 shall be furnished to the Contracting Officer in such form and on such date or dates as
9 he may require. Subject to applicable Federal laws and regulations, each party shall
10 have the right during office hours to examine and make copies of each other's books and
11 records relating to matters covered by this subcontract.
12

13 6.10 Equal Opportunity. During the performance of this subcontract, the
14 Subcontractor agrees as follows:
15

16 (a) The Subcontractor shall not discriminate against any
17 employee or applicant for employment because of race, color, religion, sex, or national
18 origin. The Subcontractor shall take affirmative action to ensure that applicants are
19 employed, and that employees are treated during employment without regard to their
20 race, color, religion, sex, or national origin. Such action shall include, but not be limited
21 to the following: Employment, upgrading, demotion, or transfer; recruitment or
22 recruitment advertising; layoff or termination; rates of pay or other forms of
23 compensation; and selection for training, including apprenticeship. The Subcontractor
24 agrees to post in conspicuous places, available to employees and applicants for
25
26

1 employment, notices to be provided setting forth the provisions of this nondiscrimination
2 clause.

3 (b) The Subcontractor shall, in all solicitations or advertisements
4 for employees placed by or on behalf of the Subcontractor, state that all qualified
5 applicants shall receive consideration for employment without discrimination because of
6 race, color, religion, sex, or national origin.
7

8 (c) The Subcontractor shall send to each labor union or
9 representative of workers with which it has a collective bargaining agreement or other
10 contract or understanding, a notice, to be provided by the Contracting Officer, advising
11 said labor union or workers' representative of the Subcontractor's commitments under
12 Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of
13 the notice in conspicuous places available to employees and applicants for employment.
14

15 (d) The Subcontractor shall comply with all provisions of
16 Executive Order No. 11246 of September 24, 1965, as amended, and of the rules,
17 regulations, and relevant orders of the Secretary of Labor.

18 (e) The Subcontractor shall furnish all information and reports
19 required by said amended Executive Order and by the rules, regulations, and orders of
20 the Secretary of Labor, or pursuant thereto, and shall permit access to its books,
21 records, and accounts by the Contracting Officer and the Secretary of Labor for
22 purposes of investigation to ascertain compliance with such rules, regulations, and
23 orders.
24

25 (f) In the event of the Subcontractor's noncompliance with the
26 nondiscrimination clauses of this subcontract or with any of such rules, regulations, or

1 orders, this subcontract may be canceled, terminated, or suspended, in whole or in part,
2 and the Subcontractor may be declared ineligible for further Government contracts in
3 accordance with procedures authorized in said amended Executive Order and such
4 other sanctions may be imposed and remedies invoked as provided in said amended
5 Executive Order, or by rule, regulation, or order of the Secretary of Labor, or as
6 otherwise provided by law.
7

8 (g) The Subcontractor shall include the provisions of paragraphs
9 (a) through (g) in every subcontract or purchase order unless exempted by the rules,
10 regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said
11 amended Executive Order, so that such provisions shall be binding upon each
12 subcontractor or vendor. The Subcontractor shall take such action with respect to any
13 subcontract or purchase order as may be directed by the Secretary of Labor as a means
14 of enforcing such provisions, including sanctions for noncompliance; provided, however,
15 that in the event a Subcontractor becomes involved in, or is threatened with, litigation
16 with a subcontractor or vendor as a result of such direction, the Subcontractor may
17 request the United States to enter into such litigation to protect the interest of the United
18 States.
19

20 6.11 Title VI, Civil Rights Act of 1964.
21

22 (a) The Subcontractor agrees that it shall comply with Title VI of
23 the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or
24 pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to
25 that title to the end that, in accordance with Title VI of that Act and the Regulation, no
26 person in the United States shall, on the grounds of race, color, or national origin be

1 excluded from participation in, be denied the benefits of, or be otherwise subjected to
2 discrimination under any program or activity for which the Subcontractor receives
3 financial assistance from the United States and hereby gives assurance that it shall
4 immediately take any measures to effectuate this agreement.

5 (b) If any real property or structure thereon is provided or
6 improved with the aid of Federal financial assistance extended to the Subcontractor by
7 the United States, this assurance obligates the Subcontractor, or in the case of any
8 transfer of such property, any transferee for the period during which the real property or
9 structure is used for a purpose involving the provision of similar services or benefits. If
10 any personal property is so provided, this assurance obligates the Subcontractor for the
11 period during which it retains ownership or possession of the property. In all other
12 cases, this assurance obligates the Subcontractor for the period during which the
13 Federal financial assistance is extended to it by the United States.

14 (c) This assurance is given in consideration of and for the
15 purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or
16 other Federal financial assistance extended after the date hereof to the Subcontractor by
17 the United States, including installment payments after such date on account of
18 arrangements for Federal financial assistance which were approved before such date.
19 The Subcontractor recognizes and agrees that such Federal financial assistance shall
20 be extended in reliance on the representations and agreements made in this assurance,
21 and that the United States shall reserve the right to seek judicial enforcement of this
22 assurance. This assurance is binding on the Subcontractor, its successors, transferees,
23 and assignees.

1 6.12 Confirmation of Subcontract. The Subcontractor shall promptly seek
2 a final decree of the proper court of the State of Arizona approving and confirming the
3 subcontract and decreeing and adjudging it to be lawful, valid, and binding on the
4 Subcontractor. The Subcontractor shall furnish to the United States a certified copy of
5 such decree and of all pertinent supporting records. This subcontract shall not be
6 binding on the United States, the Contractor, or the Subcontractor until such final decree
7 has been entered.
8

9 6.13 Contingent on Appropriation or Allotment of Funds. The expenditure
10 or advance of any money or the performance of any work by the United States
11 hereunder which may require appropriation of money by the Congress or the allotment of
12 funds shall be contingent upon such appropriation or allotment being made. The failure
13 of the Congress to appropriate funds or the absence of any allotment of funds shall not
14 relieve the Subcontractor from any obligation under this subcontract. No liability shall
15 accrue to the United States in case such funds are not appropriated or allotted.
16

17 IN WITNESS WHEREOF, the parties hereto have executed this
18 subcontract No. 07-XX-30-W0504 the day and year first above-written.
19

20
21 Legal Review and Approval

THE UNITED STATES OF AMERICA

22
23 By: Katherine Ott Verburg
Field Solicitor
Phoenix, Arizona

24 By: Gary Wolkovich
Acting Regional Director
Lower Colorado Region
Bureau of Reclamation
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CENTRAL ARIZONA WATER
CONSERVATION DISTRICT

Attest: [Signature]
Secretary

By: [Signature]
President

CITY OF EL MIRAGE

Attest: [Signature]
Title: City Clerk

By: [Signature]
Title: MAYOR

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/29/2019	TYPE OF ACTION: Intergovernmental	SUBJECT: Consideration and action to enter into an Inspection Services Agreement (ISA) between the Arizona Department of Housing, Office of Manufactured Housing (OMH), and the City of El Mirage to monitor and enforce the installation standards of quality and safety for manufactured homes, factory-built buildings, and mobile homes. (Community Development)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Jorge Gastelum, City Engineer**RECOMMENDATION:**

Enter into an Inspection Services Agreement (ISA) between the Arizona Department of Housing, Office of Manufactured Housing (OMH), and the City of El Mirage to monitor and enforce the installation standards of quality and safety for manufactured homes, factory-built buildings, and mobile homes.

PROPOSED MOTION:

I move to approve the ISA between the Arizona Department of Housing, Office of Manufactured Housing (OMH), and the City of El Mirage as presented.

BACKGROUND:

In 2012 the City of El Mirage entered into an ISA with the Arizona Department of Housing to enforce manufactured housing installation standards on behalf of the Office of Manufactured Housing. In December 2017 the agreement was terminated at the direction of the previous Building Official. This request is to reinstate the ISA for City staff to monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (A)(4) and Arizona Administrative Code (A.A.C.), including but not limited to, R4-34-102, R4-34-204, R4-34-606 and R4-34-801 as they apply to installation standards and accessory structures. Inspection fees and efficiencies will result from this agreement with the state Department of Housing.

Attachments

2019 ISA w/AZ Dept of Housing

INSPECTION SERVICES AGREEMENT

BETWEEN

**ARIZONA DEPARTMENT OF HOUSING
OFFICE OF MANUFACTURED HOUSING**

AND

CITY OF EL MIRAGE

TO ENFORCE INSTALLATION STANDARDS

This **AGREEMENT** ("Agreement") is entered into this _____ day of _____, _____, by and between the **ARIZONA DEPARTMENT OF HOUSING, OFFICE OF MANUFACTURED HOUSING** ("OMH") and the City Of El Mirage ("Agency").

WHEREAS, pursuant to Arizona Revised Statutes (A.R.S.) § 41-4002 the purpose of OMH is to maintain standards of quality and safety for manufactured homes, factory-built buildings, mobile homes, and the installation of the same.

WHEREAS, A.R.S. § 41-4004 (A)(5) directs OMH to enter into agreements with local enforcement agencies to enforce the installation standards in their respective jurisdictions consistent with the installation standards of OMH; and

WHEREAS, it is the desire of both parties to eliminate unnecessary duplication of inspections regarding installation standards within the Agency's jurisdiction;

NOW, THEREFORE, in consideration of the premises and mutual promises and undertakings herein contained, and for other good and valuable consideration, the parties agree as follows:

1. Monitoring and Enforcement. For the duration of this Agreement, the Agency will monitor and enforce the installation standards set forth in A.R.S. § 41-4004 (A)(4) and Arizona Administrative Code (A.A.C.), including but not limited to, R4-34-102, R4-34-204, R4-34-606 and R4-34-801 as they apply to installation standards and accessory structures.
2. Term. The term of this Agreement shall be for five (5) years from the date of this Agreement.
3. Standards of Performance. In exercising the authority delegated hereunder the Agency shall perform to the same standards of performance that the law imposes upon OMH in exercising the authority described in section 1 hereof. In addition, the Agency shall not approve any installation unless the installer affixes a State Insignia of Approval as required by A.A.C. R4-34-802 (A) and pays to the Agency the fee established by OMH pursuant to the authority by A.A.C. R4-34-501.

4. Monthly Reporting. The Agency in this Agreement shall submit a Monthly Report to OMH. A copy of each closed mobile home/HUD manufactured home or FBB permit shall be submitted with the monthly report. The monthly report with copies of permits shall be submitted by mail, fax, or email, on or before the 15th of the following month. OMH will provide the monthly report format which will require the following be collected and documented:

- a. ARZ HUD label number(s) or FBB manufacturers insignia number
- b. Unit serial number
- c. Installation insignia or FBB plan approval number
- d. Address of installation
- e. Date of approved final installation inspection

5. Fees Charged by the Agency. Permit fees charged by the Agency shall be the same as the Fee Schedule created by OMH pursuant to its authority under A.R.S. § 41-4010 (A)(4), A.R.S. § 41-4010 (A)(5) and A.A.C. R4-34-501 and no more than permitted by R4-34-801(E). All fees collected by the Agency shall be kept by the Agency as compensation for the services performed by the Agency under this Agreement. The Agency shall not be entitled to any other compensation for services rendered by it under this Agreement.

6. Termination. Either party may terminate this Agreement at any time without cause by giving the other party thirty (30) days written notice prior to the date of termination. Additionally, OMH may terminate this Agreement immediately and without notice, if OMH determines that the installation standards required in the Agreement are not being maintained, or that local fees are not consistent with the inspection fees established by the Board of Manufactured Housing.

7. Qualifications of Personnel. The personnel that perform the functions delegated to the Agency in paragraph 1 hereof shall each have no less than one year of experience as a building code inspector or manufactured housing installation inspector.

8. Inspector Training. All Agency Inspectors performing under this Agreement shall participate in required initial and/or periodic training as set and coordinated by the State.

9. Duties of OMH. Should OMH require inspections of any portion of the installation of mobile, manufactured homes, accessory structures or factory built buildings not required by the Rules referred to herein and not covered under this Agreement, OMH shall be responsible for the inspections and enforcement thereof.

10. Notices. All notices shall be mailed or delivered to the party to receive such notice to the following address.

- a. If intended for OMH to:

Arizona Department of Housing
Office of Manufactured Housing
1110 West Washington, Suite #280
Phoenix, AZ 85007-2935

Attn: Tara Brunetti
Title: Deputy Director
Phone: (602) 771-1035

b. If intended for Agency, to:

City Of El Mirage
10000 N. El Mirage Rd.
El Mirage, Arizona 85335

Attn: David Smith
Title: Building Official
Phone: (623)-251-3502

11. Interpretation and Amendments. This Agreement contains the entire agreement between the parties hereto. This Agreement shall not be amended or modified in any manner, except by an instrument in writing signed by the parties hereto.

12. Headings. Headings are for convenience only and are not to be construed as part of this Agreement.

13. Invalidity of a Term. The parties agree that in the event any term, covenant or conditions herein contained should be held to be invalid or void, the invalidity of any such term, covenant or condition shall in no way affect any other term, covenant or condition of this Agreement.

14. Dispute. In the event of any dispute between the parties under this Agreement, the parties agree that they shall submit the dispute to arbitration pursuant to A.R.S. §§ 12-133(D) and 12-1518.

15. Inspection and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, all books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement. Such records shall be produced at the Auditor General's Office or such other office as the parties hereto may mutually agree within a reasonable time after request.

16. Conflict of Interest. The parties acknowledge that this Agreement is subject to cancellation by the Governor of Arizona pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein.

17. Prohibition Against Discrimination. In the event that it applies, the parties agree to comply with the Arizona Governor's Executive Order No. 2009-09.

18. Governing Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. The exclusive venue for any litigation, arbitration, administrative hearing or the like concerning this Agreement or any matter arising therefrom shall be in Maricopa County, State of Arizona.

19. Unavailability of Funding. Every payment or financial obligation of the parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by any party at the end of the period for which funds are available. No liability shall accrue to any party in the event this provision is exercised, and neither the OMH or Agency shall be obligated or liable for any future payments nor for any damages as a result of termination under this paragraph.

20. E-verify. To the extent applicable under A.R.S. § 41-4401, each party and its respective subcontractors warrant compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each party has the right to inspect the papers of the other party or its subcontractors participating in this Agreement and may result in the termination of the Agreement by a non-breaching party under terms of this Agreement.

21. Antitrust Violations. To the extent applicable, Agency assigns to the Department any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the Agency toward fulfillment of this Agreement.

22. Boycott of Israel. To the extent applicable and permitted by law, Agency warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01, as may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Agreement and have executed this Agreement the day, month and year first written above.

ARIZONA DEPARTMENT OF HOUSING:

CITY OF EL MIRAGE:

Names: _____

Name: _____

Carol Ditmore, Director
Arizona Department of Housing

Alexis A. Hermosillo, Mayor

ATTEST: _____

Tara Brunetti, Deputy Director
Arizona Department of Housing
Office of Manufactured Housing

Sharon Antes, City Clerk

APPROVED this _____ day of _____, _____.

This Agreement has been reviewed by the undersigned attorney for the Agency who has approved the Agreement as to form.

BY: _____

Justin Pierce, City Attorney

This Agreement has been reviewed by the undersigned Arizona Assistant Attorney General, who has approved the Agreement as to form.

Dated this ____ day of _____, ____.

BY: _____
Valerie L. Marciano, Esq.
Assistant Attorney General



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Resolution	SUBJECT: Consideration and action to approve Resolution R19-08-19 in order to allow alcoholic beverages to be served and consumed at a specific City of El Mirage Special Event for the FY 2019/2020 event season. (Administration)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council
FROM: Amber Wakeman, Deputy Director Intergov & PR

RECOMMENDATION:

Approve Resolution R19-08-19 in order to allow alcoholic beverages to be served and consumed at a specific City of El Mirage Special Event for the FY 2019/2020 event season.

PROPOSED MOTION:

I move to approve Resolution R19-08-19 as presented.

BACKGROUND:

City staff is requesting to serve alcohol at the El Mirage Fiesta de la Gente event on Friday, September 27, 2019 from 6:00 PM - 10:00 PM at Gentry Park and approval of R19-08-19 will allow alcoholic beverages to be served and consumed at this event.

Attachments

R19-08-19 - Liquor Waiver

RESOLUTION R19-08-19

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, APPROVING THE TEMPORARY SUSPENSION TO CITY CODE §130.01 – ALCOHOLIC BEVERAGES IN PARKS OR CITY-OWNED BUILDINGS

WHEREAS, El Mirage City Code §130.01 prohibits the possession of any alcoholic beverage in any park or city-owned building; and

WHEREAS, specific City of El Mirage Special Events are held in City parks and alcoholic beverages are served at specific Special Events; and

WHEREAS, the City of El Mirage has allowed temporary waivers to suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at specific City of El Mirage Special Events located at City parks on an event-by-event basis; and

WHEREAS, for efficiency purposes, staff is requesting a temporary waiver to suspend City Code §130.01 to allow alcoholic beverages to be served and consumed at specific City of El Mirage Special Events located at City parks for the FY 2019/2020 event season;

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of El Mirage:

THAT, the Mayor and Common Council temporarily suspends City Code §130.01 to allow the possession and consumption of alcoholic beverages during the FY 2019/2020 City of El Mirage Special Event season at the El Mirage Fiesta de la Gente event on September 27, 2019 from 6:00 PM. – 10:00 PM at Gentry Park.

PASSED AND ADOPTED by the Mayor and Common Council of the City of El Mirage, Arizona, this 13^h day of August, 2019.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Justin Pierce, City Attorney

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to accept a public safety grant from the Governor's Office of Highway Safety (GOHS) in an amount of \$29,986 to support AZ TraCS Implementation Project and authorize Finance to make the necessary budget transfers. (Grants/Police)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Autumn Grooms, Grants and Special Programs Administrator**RECOMMENDATION:**

Approve acceptance of the public safety grant award from GOHS in an amount of \$29,986 to support AZ TraCS Implementation Project and authorize Finance to make the necessary budget transfers.

PROPOSED MOTION:

I move to accept the public safety grant from GOHS in an amount of \$29,986 and authorize Finance to make necessary budget transfers as presented.

BACKGROUND:

Additional funds from the Governor's Office of Highway Safety outside its regular grant program were requested to support the implementation of TraCS in El Mirage. A recent partnership with the Arizona Department of Transportation (ADOT) will provide the software necessary for the project; however, the City still needs the Spillman RMS interface and signature scanners to fully provide officers less time on the paperwork side and more time to enforce traffic laws and increase public safety. Through its Department budget, El Mirage police will purchase driver's license scanners and ticket printers. A contract has been awarded by the GOHS for \$29,986. These funds must be spent by the end of the federal fiscal year (Sept. 30, 2019).

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** No**MULTI-YEAR:** No**Fiscal Impact**

AMOUNT REQUESTED: \$29,986
FISCAL YEAR: FY19-20
ACCOUNT TO BE CHARGED: 73-400-925

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the El Mirage Police Department and authorize Finance to make the necessary budget transfers. (Grants/Police)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Autumn Grooms, Grants and Special Programs Administrator**RECOMMENDATION:**

Approve acceptance of the award agreement from the Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the **El Mirage Police Department** and authorize Finance to make the necessary budget transfers.

PROPOSED MOTION:

I move to accept the award agreement from the Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 as presented and authorize Finance to make the necessary budget transfers.

BACKGROUND:

These funds support the Victim Advocate position and software through an award to the **El Mirage Police Department**.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** No**MULTI-YEAR:** No**Fiscal Impact**

AMOUNT REQUESTED: \$13,100
FISCAL YEAR: FY19-20
ACCOUNT TO BE CHARGED: 73-400-925

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to accept the award agreement from the State of Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the El Mirage City Prosecutor's Office and authorize Finance to make the necessary budget transfers. (Grants/Police)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Autumn Grooms, Grants and Special Programs Administrator**RECOMMENDATION:**

Approve acceptance of the award agreement from the State of Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 for the El Mirage City Prosecutor's Office and authorize Finance to make the necessary budget transfers.

PROPOSED MOTION:

I move to accept the award agreement from the Arizona Office of the Attorney General for the FY 2020 Victims' Rights Program in the amount of \$13,100 as presented and authorize Finance to make the necessary budget transfers.

BACKGROUND:

These funds support the Victim Advocate position and software through awarding funds to the **City Prosecutor's Office**.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** No**MULTI-YEAR:** No**Fiscal Impact****AMOUNT REQUESTED:** \$13,100**FISCAL YEAR:** FY19-20**ACCOUNT TO BE CHARGED:** 73-400-925

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/31/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to award a contract to Redhawk Solutions using the City of Peoria JOC No. ACON53118 for the purpose of modifying the traffic signal at the intersection of El Mirage Road and Cactus Road in the amount of \$36,154 including a 10% contingency. (Community Development)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Bryce Christo, Assistant City Engineer**RECOMMENDATION:**

Authorize the City Manager to use City of Peoria JOC No. ACON53118 for the purpose of modifying the traffic signal at the intersection of El Mirage Road and Cactus Road in the amount of \$36,154 including a 10% contingency.

PROPOSED MOTION:

I move to approve the contract with Redhawk Solutions using the City of Peoria's contract as presented.

BACKGROUND:

This project will make revisions to the existing traffic signal heads and wiring at the intersection of El Mirage Road and Cactus Road to make eastbound and westbound left turns "protected only" due to the offset lane configuration that can create issues with visibility in the existing condition. The improvements are funded in the City's Capital Improvement Plan for FY 19/20 (Project # 62050). The amount requested will allocate \$32,867 for construction and \$3,287 in contingency. The cooperative purchasing clause in Section 2.4 of the Peoria contract with Redhawk Solutions allows the City of El Mirage to utilize this contract to perform the work.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** Yes**MULTI-YEAR:** No**Fiscal Impact**

AMOUNT REQUESTED: \$36,154
FISCAL YEAR: 2020
ACCOUNT TO BE CHARGED: 21-400-665

Attachments

City of Peoria JOC No. ACON53118
Redhawk Proposal



City of Peoria, Arizona Job Order Contract



Statement of Qualifications No: P19-0027A

Description of Work: Traffic Systems

Location: City of Peoria, Materials Management
Mailing Address: 9875 N. 85th Ave., 2nd Fl., Peoria, AZ 85345

Contact: Lisa Houg
Phone: (623) 773-7115

OFFER

ROC295206, 297977, 293109, 292140
Contractor's License Number

Redhawk Solutions LLC
Job Order Contractor Name

Authorized Signature for Offer

P.O. Box 87689
Address

Michael Wendtland, P.E.
Printed Name

Phoenix AZ 85080
City State Zip Code

Managing Member
Title

602-980-2992 480-235-6800
Telephone Cell

michael@redhawksolutionsaz.com
E-mail

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is hereby accepted. The Contractor is now bound to sell the construction services listed by the attached award notice based upon the solicitation, including all terms conditions, specifications, amendments, etc., of the contract and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed Notice to Proceed and Purchase Order.

Attested by:

City of Peoria, Arizona.

Eff. Date: January 1, 2019

Rhonda Geriminsky, City Clerk

Approved as to form:

Vanessa P. Hickman, City Attorney



ACON53118

Contract Number

Awarded on Dec. 24, 2018

Dan Zenko, Materials Manager

City Seal
Copyright 2003 City of Peoria, Arizona

JOB ORDER CONTRACT



P19-0027

JOC for Traffic Systems

CONTRACT FOR CONSTRUCTION

**JOB ORDER CONTRACT AGREEMENT
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ATTACHMENTS

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Attachment B	SIQ & Contractor's Response
Attachment C	JOC Cost Proposal Forms (Pricing Matrix, Project Cost Sheet)
Attachment D	Contractor's Contacts & Authorized Signature Form

JOB ORDER CONTRACTING CONTRACT

THIS CONTRACT is entered into and made effective the 1st day of January, 2019, by and between the City of Peoria, Arizona, an Arizona charter municipality (the "Owner"), and Redhawk Solutions LLC, (the "Job Order Contractor"). The parties agree as follows:

1. DEFINITIONS.

1.1. **Owner**. Owner means Owner's senior manager, Contracting Officer or a duly authorized representative which means any person specifically authorized to act for Owner by executing the Contract and any modification thereto. Owner's duties include administration of the Contract, including the negotiation of change orders and modifications and assessing Job Order Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Work in its entirety or any portion thereof, as required by the Contract documents.

1.2. **Job Order Contractor**. Job Order Contractor means Job Order Contractor's senior manager or its duly authorized representative or any person specifically authorized to act for Job Order Contractor by executing the Contract, and any modifications thereto. Job Order Contractor's duties include administration of the Contract and performance of the Work.

1.3. **Contract**. Contract means this agreement including its attachments and any Job Orders that may be issued.

1.4. **Subcontract**. Subcontract means any Contract including purchase orders (other than one involving an employer-employee relationship) entered into by Job Order Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.

1.5. **Job Order**. Job Order means a specific written agreement between the Owner and the Job Order Contractor for Work to be performed under this Contract for an individual, mutually agreed upon scope of work, schedule and price.

1.6. **Work**. Work means in response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall, except as may be specified elsewhere in the Contract, furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management, and perform all operations necessary and required for survey, design, and construction work which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

1.7. **Punch List Preparation**. A minimum of thirty (30) days prior to Final Completion the Job Order Contractor, in conjunction with the Owner, shall prepare a comprehensive list of Punch list items, which the Owner may edit and supplement. The Job Order Contractor shall proceed promptly to complete and correct Punch list items. Failure to include an item on the Punch list does not alter the responsibility of the Job Order Contractor to complete all Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall not commence until the date of Final Completion unless otherwise provided in the Contract Documents.

1.8. **Final Completion**. Final Completion of the Work shall be deemed to have occurred on the later of the dates that the Work passes a Final Completion inspection and acceptance by the Owner. Final Completion shall not be deemed to have occurred and no final payment shall be due the Job Order Contractor or any of its subcontractors or suppliers until the Work has passed the Final Completion inspection and acceptance and all required Final Completion close-out documentation items has been produced to the Owner by the Job Order Contractor.

1.9. Reference Standards

1.9.1. The "Uniform Standard Specifications for Public Works Construction" and the "Uniform Standard Details for Public Works Construction" which are sponsored and distributed by the Maricopa Association of

Governments (MAG), and which are hereinafter referred to as the "MAG Specifications", are hereby adopted as part of these contract documents.

1.9.2. July 15, 1997 by Section 23-50a of Ordinance 97-38, the City of Peoria adopted the "Uniform Standard Details for Public Works Construction from the Maricopa County Association of Governments by reference with certain exceptions.

1.9.3. A copy of these documents is kept on file at the Office of the City Clerk at the City of Peoria.

2. CONTRACT TERM

2.1. **Contract Term.** The term of the Contract shall commence on the date it was executed by both parties and shall continue for a period of one (1) year thereafter in accordance with the terms and conditions of this Contract. By mutual written Contract Amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months. Job Orders may be issued at any time during the term of this Contract. This Contract will remain in full force and effect during the performance of any Job Order.

2.2. **Job Order.** In response to Job Orders that may be mutually agreed upon and issued periodically by Owner, Job Order Contractor shall perform the Work, except as may be specified elsewhere in the Contract, which will be defined and further described as to specific project requirements in each Job Order. The Work shall be performed in accordance with the requirements set forth in each Job Order and as further specified in *Attachment "A"* (JOC General Scope of Services), *Attachment "B"* (SIQ & Contractor's Response), *Attachment "C"* (JOC Cost Proposal Forms), and in *Attachment "D"* (Contractor's Contacts), all of which are incorporated herein and made a part hereof.

2.3. **Mutual Agreement.** This Contract embodies the agreement of Owner and Job Order Contractor to terms and conditions which will govern any Work that may be prescribed under a Job Order that may be issued by Owner and agreed to by Job Order Contractor. Nothing herein shall be construed as requiring Owner to issue any Job Order, nor requiring Job Order Contractor to accept any Job Order, it being the intent that both parties must mutually agree to any specific Work before a Job Order may be issued.

2.4. **Cooperative Purchasing:** This contract shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any the contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on the contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement. Any orders placed to the contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

3. PERFORMANCE OF THE WORK

3.1. **Job Order Agreement.** Performance of the Work shall be undertaken only upon the issuance of written Job Orders by Owner. Job Orders shall be in accordance with the requirements specified in *Attachment "A"* (JOC General Scope of Services), and shall set forth, with the necessary particularity, the following:

- 3.1.1. Contract number along with Job Order Contractor's name;
- 3.1.2. Job Order number and date;
- 3.1.3. The agreed Work and applicable technical specifications and drawings;
- 3.1.4. The agreed period of performance and, if required by Owner, a work schedule;
- 3.1.5. The place of performance;
- 3.1.6. The agreed total price for the Work to be performed;

Highway Electrical Quote

From:

Redhawk Solutions LLC
ROC 295206 General Engineering
ROC 297977 Electrical
22750 N. 21st Avenue
Phoenix, AZ 85027
(602) 980-2992
michael@redhawksolutionsaz.com



CITY OF EL MIRAGE

FURNISH & INSTALL FULLY PROTECTED LEFT TURN PHASES EB/WB

PER PLAN SHEETS: TAKEOFF BASED ON EXISTING CONDITION PLAN SHEETS SIGNED BY JOHN C WILLETT 3/12/2015

EL MIRAGE/CACTUS

No.	Description	Qty	Unit	Unit Price	Extension
1	Mobilization	1	LS	\$ 1,800.00	\$ 1,800.00
2	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00
3	Off-Duty Officers	32	HR	\$ 65.00	\$ 2,080.00
4.1	EB Movement Pole "C" on SEC - Reuse Existing R Pole			\$ -	
4.2	Reuse Existing 45' Mast Arm			\$ -	
4.3	Remove & Salvage Existing Q Head Reuse and Relaign Horiz Mount (Phase 1/6)	1	EA	\$ 300.00	\$ 300.00
4.4	Furnish & Install Type R Head Phase 1	1	EA	\$ 350.00	\$ 350.00
4.5	Furnish & Install Type F Head with Horizontal Mount (Phase 6)	1	EA	\$ 950.00	\$ 950.00
4.6	Install Sign: LT on Left Arrow Only	1	EA	\$ 275.00	\$ 275.00
5.1	EB LT Movement Pole "F" on NEC - Reuse Existing Q Pole			\$ -	\$ -
5.2	Remove & Salvage Existing Q Head and XI Mount	1	EA	\$ 300.00	\$ 300.00
5.3	Furnish & Install New Type R Head (Phase 1)	1	EA	\$ 350.00	\$ 350.00
5.4	Furnish & Install New XI Mount for 3 Light Head	1	EA	\$ 325.00	\$ 325.00
6.1	WB Movement Pole "E" on NWC - Reuse Existing Modified K Pole			\$ -	\$ -
6.2	Reuse Existing 50' Mast Arm			\$ -	\$ -
6.3	Remove & Salvage Existing Q Head Reuse and Relaign Horiz Mount (Phase 2/5)	1	EA	\$ 300.00	\$ 300.00
6.4	Furnish & Install Type R Head Phase 5	1	EA	\$ 350.00	\$ 350.00
6.5	Furnish & Install Type F Head with Horizontal Mount (Phase 2)	1	EA	\$ 950.00	\$ 950.00
6.6	Install Sign: LT on Left Arrow Only	1	EA	\$ 275.00	\$ 275.00

Highway Electrical Quote



From:

Redhawk Solutions LLC
 ROC 295206 General Engineering
 ROC 297977 Electrical
 22750 N. 21st Avenue
 Phoenix, AZ 85027
 (602) 980-2992
michael@redhawksolutionsaz.com

CITY OF EL MIRAGE

FURNISH & INSTALL FULLY PROTECTED LEFT TURN PHASES EB/WB

PER PLAN SHEETS: TAKEOFF BASED ON EXISTING CONDITION PLAN SHEETS SIGNED BY JOHN C WILLETT 3/12/2015

EL MIRAGE/CACTUS

No.	Description	Qty	Unit	Unit Price	Extension
7.1	WB LT Movement Pole "D" on SWC - Reuse Existing R Pole			\$ -	
7.2	Remove & Salvage Existing Q Head and XI Mount	1	EA	\$ 300.00	\$ 300.00
7.3	Furnish & Install New Type R Head (Phase 5)	1	EA	\$ 350.00	\$ 350.00
7.4	Furnish & Install New XI Mount for 3 Light Head	1	EA	\$ 325.00	\$ 325.00
8	Electrical Conductors	1	EA	\$ 16,500.00	\$ 16,500.00
	Configure Controller/Coordinate Timing with City	included			
	Configure MMU	included			
	Coordinate Video Detection Configuration Testing with City	included			
	Coordinate Emergency Vehicle Preempt Configuration/Test with City	included			
					\$ -

Sub-Total				\$	30,080.00
Bonds			1.50%	\$	451.20
Insurance			2.30%	\$	691.84
Pre-Tax Total				\$	31,223.04
Transaction Privilege Tax	65% of		8.10%	\$	1,643.89
TOTAL				\$	32,866.93

Excludes: Survey, dust control, SWPP, AZPDES, , signing, pavement markings, digging of any kind.

This quotation is valid for 30 days.

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/19/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to approve renewal of the contract with M. Parascandola to provide prosecution services for the City and authorize the Finance Director to make budget transfers as necessary. (Administration)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council**FROM:** Crystal Dyches, City Manager**RECOMMENDATION:**

Approve renewal of the contract with M. Parascandola to provide prosecution services for the City and authorize the Finance Director to make budget transfers as necessary.

PROPOSED MOTION:

I move to approve renewal of the contract with M. Parascandola to provide prosecution services as presented.

BACKGROUND:

The current four-year contract with the City Prosecutor ends August 31, 2019. Caseload has increased in all categories (DUI, drug/alcohol, domestic violence, traffic, and shoplifting/theft). Total prosecution caseload has increased 105% since 2015 and 48% since last year, in part because of additional police officers (sixth squad added) and all officers have body worn cameras which require additional review time. A 10% increase on the current annual contract amount of \$115,000 has been requested bringing the annual amount to not-to-exceed \$126,500; all other terms and conditions of the current contract remain the same with a proposed expiration date of August 31, 2023.

BUDGETED: Yes**SUFFICIENT FUNDS:** Yes**CIP:** No**MULTI-YEAR:** Yes**Fiscal Impact****AMOUNT REQUESTED:** \$126,500**FISCAL YEAR:** FY 19-20**ACCOUNT TO BE CHARGED:** 10-440-316



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/31/2019	TYPE OF ACTION: Finance	SUBJECT: Consideration and action to approve a Fraud Policy for City of El Mirage employees. (Finance)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Consent		

TO: Mayor and Council

FROM: Robert Nilles, Finance Director

RECOMMENDATION:

Approve a Fraud Policy

PROPOSED MOTION:

I move to approve the Fraud Policy as presented.

BACKGROUND:

The City's External Auditors recommend that the Mayor and Council adopt a Fraud Policy that applies to all City Employees. The Auditors provided a draft document which has been customized to reflect the activities and needs of the City of El Mirage. Adoption of the policy not only shows that the City is aware of the potential for fraud but that a process with clearly identified expectations now exists to ensure that should such an event happen the City will know how to react consistently and quickly.

Additionally, adoption of this policy will eliminate a management concern of the Auditors.

Attachments

Fraud Policy

Document Number:	2019 - 01
Document Name:	Fraud Prevention Policy
Effective Date:	September 1, 2019
Document Status:	Council Adopted

1.0 Purpose

To facilitate the development of controls to aid in the prevention, deterrence and detection of fraud against the City of El Mirage (City). It is the intent of the City to promote consistent organizational behavior which creates and maintains a culture of honesty and high ethical standards; and by providing guidelines and assigning responsibility for the development of controls and conduct of investigations.

2.0 Policy Details

Management is responsible for the prevention, deterrence and detection of fraud, misappropriations, and other inappropriate conduct. Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it to their detriment. Each member of the management team will be familiar with the types of improprieties that might occur within their area of responsibility, and be alert for any indication of irregularity. Any fraud that is detected or suspected must be reported immediately to the Finance Director, who coordinates all investigations with the Police Department, the City Attorney and other affected areas, both internal and external.

3.0 Policy Scope

This policy applies to any irregularity, or suspected irregularity, involving employees as well as stakeholders, consultants, vendors, contractors, outside agencies doing business with employees, and/or any other parties with a business relationship with the City.

Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the City.

ACTIONS CONSTITUTING FRAUD:

The terms misappropriation, embezzlement, theft, and other fiscal wrongdoings refer to, but are not limited to:

- Any dishonest or fraudulent act.
- Forgery or alteration of any document or account belonging to the City.
- Forgery or alteration of a check, bank draft, or any other financial document.
- Misappropriation of funds, securities, supplies, or other assets.
- Impropriety in the handling or reporting of money or financial transactions.
- Profiteering as a result of insider knowledge of City activities.
- Disclosing confidential and proprietary information to outside parties.

- Disclosing to other persons securities activities engaged in or contemplated by the City.
- Accepting or seeking anything of material value from contractors, vendors or persons providing services/materials to the City.
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment.
- Any similar or related inappropriate conduct

4.0 Related Policies

Suspected improprieties concerning an employee's moral, ethical, or behavioral conduct should be resolved by departmental management and Human Resources rather than the person who suspects impropriety. If there is any question as to whether an action constitutes fraud, contact the City Attorney for guidance.

5.0 Policy Owner

The Finance Department is responsible for the creation, administration, interpretation, implementation, distribution, training, and modification of this policy. The policy will be reviewed annually and amended or revised as needed.

6.0 Definitions

Reserved

7.0 Procedures

INVESTIGATION RESPONSIBILITIES

Finance and ultimately the Police Department have the primary responsibility for the investigation of all suspected fraudulent acts as defined in the policy. If the investigation substantiates that fraudulent activities have occurred, Finance or the Police Department will issue a report(s) to appropriate designated personnel and, if appropriate, to the City Council. Decisions to prosecute or refer the examination results to the appropriate law enforcement and/or regulatory agencies for independent investigation will be made in conjunction with legal counsel, as will final decisions on disposition of the case.

CONFIDENTIALITY

Finance treats all information received confidentially. Any employee who suspects dishonest or fraudulent activity will notify the Finance Director immediately, and should not attempt to personally conduct investigations or interviews/interrogations related to any suspected fraudulent act (see REPORTING PROCEDURE section below). Investigation results will not be disclosed or discussed with anyone other than those who have a legitimate need to know. This is important in order to avoid damaging the reputations of persons suspected but

subsequently found innocent of wrongful conduct and to protect the City from potential civil liability. Any person who wrongfully discloses confidential information will be subject to discipline in accordance with the City's Employee Manual.

AUTHORIZATION FOR INVESTIGATING SUSPECTED FRAUD

Investigators will have:

- Free and unrestricted access to all City records and premises, and
- The authority to examine, copy, and/or remove all or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use or have custody of any such items or facilities when it is within the scope of their investigation.

INVESTIGATING PROCEDURES

Great care must be taken in the investigation of suspected improprieties or wrongdoings so as to avoid mistaken accusations or alerting suspected individuals that an investigation is under way. An employee who discovers or suspects fraudulent activity will contact the Finance Director immediately. The employee or other complainant may remain anonymous, to the extent possible. All inquiries concerning the activity under investigation from the suspected individual, his or her attorney or representative, or any other inquirer should be directed to the Investigator or the City Attorney. No information concerning the status of an investigation will be communicated with others, shared or given out. The proper response to any inquiries is: "I am not at liberty to discuss this matter." Under no circumstances should any reference be made to "the allegation," "the crime," "the fraud," "the forgery," "the misappropriation," or any other specific or general reference.

REPORTING PROCEDURES

The reporting individual should be informed of the following:

- Do not contact the suspected individual in an effort to determine facts or demand restitution.
- Do not discuss the case, facts, suspicions, or allegations with anyone unless specifically asked to do so by the City Attorney or Investigator.

DISCIPLINE AND TERMINATION

If an investigation results in a recommendation to discipline or terminate an individual, the recommendation will be reviewed for approval by the designated representatives from Human Resources and the City Attorney's Office and, if necessary, by outside counsel, before any such action is taken. An Investigator, City Attorney or the Finance Director does not have the authority to terminate an employee. The decision to terminate an employee shall be made in accordance with the City's Employee manual.



8.0 Exhibits / Appendices / Forms

Reserved

9.0 Supporting Information

Reserved

10.0 Document History

Original

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/19/2019	TYPE OF ACTION: Other	SUBJECT: Consideration and action to allow the YMCA to host a once-a-month Produce on Wheels With-Out Waste (POWWOW) program on Saturdays for the 2019-2020 produce season (approximately six months beginning in October or November) and utilizing the City Hall parking lot for the events. (City Manager)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Regular		

TO: Mayor and Council

FROM: Crystal Dyches, City Manager

RECOMMENDATION:

Provide City Manager with direction on the use of the City Hall parking lot for the POWWOW partnered program with the YMCA.

PROPOSED MOTION:

I move to approve/disapprove the use of the City Hall parking lot for the purpose of holding the POWWOW program as presented.

BACKGROUND:

The Northwest Valley Family YMCA has partnered with the Produce on Wheels With-Out Waste (POWWOW) program for the 2019-2020 produce season (approximately October/November 2019 - March/April 2020). The POWWOW program is a collection of rescued fresh produce that would otherwise go to waste and is made available for a \$12.00 donation of up to 70 lbs. of produce. The YMCA has suggested and requested to be able to use the City Hall parking lot for better visibility along El Mirage Road.

ALTERNATIVES CONSIDERED:

The YMCA currently uses the YMCA parking lot for the distribution center but in search of a more visible site asked to consider either 1) the skate park parking lot at Gateway Park (probably too small an area and would take up too many parking spaces on a Saturday morning), 2) the City Hall parking lot, or 3) possibly the business parking lot (private property) on the east side of Cinnabar Avenue (they have not yet been approached).

**REQUEST FOR COUNCIL ACTION**

DATE SUBMITTED: 07/30/2019	TYPE OF ACTION: Contract	SUBJECT: Consideration and action to enter into an agreement with the Drug Enforcement Administration to assign an El Mirage Police Officer to the DEA Task Force. (Police)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Regular		

TO: Mayor and Council**FROM:** Paul Marzocca, Police Chief**RECOMMENDATION:**

Enter into an agreement with the Drug Enforcement Administration to assign an El Mirage Police Officer to the DEA Task Force.

PROPOSED MOTION:

I move to enter into an agreement with the Drug Enforcement Administration as presented.

BACKGROUND:

The agreement between the El Mirage Police Department and the Drug Enforcement Administration assigns an El Mirage Police Officer to the DEA Task Force to investigate and disrupt drug trafficking in the State of Arizona. The DEA will reimburse the City up to \$18,649 for overtime utilized during DEA task force activities. The agreement is for federal fiscal year 2020. The 2019 agreement also needs to be signed to allow DEA sufficient time to process a background for the task force member prior to the start of the 2020 fiscal year.

Attachments

OJP Agreement

FY2019 Agreement

FY2020 Agreement



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Department and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(DIRECT RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510-

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The dangers of drugs abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site (s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, country, state, zip code)

DEA Arizona Offices

Check ☐ if there are workplace on file that are not identified here.

Section 67. 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in connection any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

El Mirage PD
12401 W. Cinnabar Ave.
El Mirage, AZ 85335

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

Paul Marzocca, Chief of Police

5. Signature

6. Date

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
EL MIRAGE POLICE DEPARTMENT
ORI# AZ0070700**

This agreement is made this ____ day of _____, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and El Mirage Police Department (hereinafter "EMPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Nogales Task Force (Officer working in a DEA Phoenix Task Force) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Task Force, the EMPD agrees to detail one (1) experienced Officer to the DEA Task Force, for a period of not less than two years. During this period of assignment, the EMPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The EMPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The EMPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Task Force, DEA will assign eight (8) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and EMPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Task Force, the EMPD will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the EMPD for overtime payments made by it to the EMPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$18,343.75), per officer. ***Note: Task Force Officer's Overtime" shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the EMPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The EMPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The EMPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The EMPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The EMPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The EMPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The EMPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the EMPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the EMPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2019. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by EMPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the El Mirage Police Department:

Paul Marzocca
Chief of Police

Date _____

Attachment

**PROGRAM-FUNDED STATE AND LOCAL TASK FORCE AGREEMENT
BETWEEN
DRUG ENFORCEMENT ADMINISTRATION
AND
EL MIRAGE POLICE DEPARTMENT
ORI# AZ0070700**

This agreement is made this 1st day of October, 2019, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and El Mirage Police Department (hereinafter "EMPD"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists throughout Arizona, and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of the State of Arizona, the parties hereto agree to the following:

1. The DEA Nogales Task Force (Officer working in a DEA Phoenix Task Force) will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the State of Arizona by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Arizona.
2. To accomplish the objectives of the DEA Task Force, the EMPD agrees to detail one (1) experienced Officer to the DEA Task Force, for a period of not less than two years. During this period of assignment, the EMPD Officer will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The EMPD Officer assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The EMPD Officer assigned to the Task Force shall be deputized as a Task Force Officer of DEA pursuant to 21 U.S.C. §878.

5. To accomplish the objectives of the DEA Task Force, DEA will assign eight (8) Special Agents to the Task Force. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and EMPD Officer assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.
6. During the period of assignment to the DEA Task Force, the EMPD will remain responsible for establishing the salary and benefits, including overtime, of the Officer assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the EMPD for overtime payments made by it to the EMPD Officer assigned to the DEA Phoenix Task Force for overtime, up to a sum equivalent to 25 percent of the salary of a GS-12, Step 1, law enforcement officer general schedule locality pay tables, rest of the United States table (currently \$18,649), per officer. ***Note: Task Force Officer's Overtime" shall not include any costs for benefits, such as retirement, FICA, and other expenses."***
7. In no event will the EMPD charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The EMPD shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The EMPD shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The EMPD shall maintain all such reports and records until all litigation, claim, audits and examinations are completed and resolved, or for a period of three (3) after termination of this agreement, whichever is later.
10. The EMPD shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I.
11. The EMPD agrees that an authorized Officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying: Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The EMPD acknowledges that this agreement will not take effect and no Federal funds will be awarded to the EMPD by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the EMPD shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money; and, (2) the dollar amount of Federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one (1) until September 30, 2020. This agreement may be terminated by either party on thirty days' advance written notice. Billings for all outstanding obligations must be received by DEA within 90 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by EMPD during the term of this agreement.

For the Drug Enforcement Administration:

Douglas W. Coleman
Special Agent in Charge

Date _____

For the El Mirage Police Department:

Paul Marzocca
Chief of Police

Date _____

Attachment



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/31/2019	TYPE OF ACTION: Resolution	SUBJECT: Consideration and action to adopt Resolution R19-08-18 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks, to comply with Arizona Revised Statutes (A.R.S.) § 36-1601. (Fire)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Regular		

TO: Mayor and Council
FROM: Christopher DeChant, Fire Chief

RECOMMENDATION:

Adopt Resolution R19-08-18 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks to comply with A.R.S. § 36-1601.

PROPOSED MOTION:

I move to approve Resolution R19-08-18 amending City Code Section § 95.02 to comply with A.R.S. § 36-1601 as presented.

BACKGROUND:

A.R.S. § 36-1601 has been revised and allows the purchase and use of consumer grade fireworks from May 20 through July 6 and December 10 through January 3 of each year. City Code Section § 95.02 prohibits the use of consumer grade fireworks within the boundaries of the City of El Mirage year round. State law specifically precludes municipalities from placing use restrictions during the timeframes mentioned above and R19-08-18 amends the City Code to comply with A.R.S. § 36-1601.

Attachments

R19-08-18 - Fireworks Code Amendment
R19-08-18 - Exhibit A

RESOLUTION R19-08-18

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AMENDING TITLE IX, CHAPTER 95: PUBLIC SAFETY, SECTION § 95.02 FIREWORKS OF THE CODE OF THE CITY OF EL MIRAGE.

WHEREAS, Ordinance O10-10-17, was adopted by Council on October 28, 2010 prohibiting use of fireworks anywhere within the City limits; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 36-1601 has been updated listing specific dates of the year when fireworks are allowed and preempting municipalities from a total prohibition of the use of fireworks rendering the current Fireworks Section § 95.02 of the City Code out of compliance; and

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, provided that the adopting ordinance is published in full;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of El Mirage, Arizona that the City of El Mirage City Code be amended as follows:

Section 1. That the document attached hereto as Exhibit “A” amending Chapter 95, Section § 95.02 of the City Code to bring the El Mirage City Code into compliance with A.R.S. § 36-1601 is hereby declared to be a public record.

Section 2. That the document attached hereto as Exhibit “A”, shall replace Section § 95.02 of the City Code in its entirety and is ordered to remain on file with the City Clerk.

PASSED AND ADOPTED by the Mayor and Council of the City of El Mirage this 13th day of August, 2019.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Justin Pierce, City Attorney

EXHIBIT “A”
RESOLUTION R19-08-18

§ 95.02 FIREWORKS.

(A) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CONSUMER FIREWORK. Those fireworks defined by A.R.S. § 36-1601.

DISPLAY FIREWORK. Those fireworks defined by A.R.S. § 36-1601.

FIREWORKS. Any combustible or explosive composition, substance or combination of substances, or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, that is a consumer firework, display firework or permissible consumer firework as defined by A.R.S. § 36-1601.

NOVELTY ITEMS. Federally deregulated novelty items that are known as snappers, snap caps, party poppers, glow worms, snakes, toy smoke devices, sparklers, and certain toys as defined in A.R.S. § 36-1601.

PERMISSIBLE CONSUMER FIREWORKS. Those fireworks as defined by A.R.S. § 36-1601 that may be sold and used within the City of El Mirage. ~~even where the use of those items has been prohibited.~~

SUPERVISED PUBLIC DISPLAY. A monitored performance of display fireworks open to the public and authorized by permit issued by the Fire Chief or his or her designee.

(B) *Use of fireworks* ~~prohibited; exceptions.~~

~~(1) Except as otherwise provided herein, the use, discharge or ignition of fireworks within the City of El Mirage is prohibited.~~

~~(2)~~(1) Nothing in this section or subchapter shall be construed to prohibit the use, discharge or ignition of novelty items, consumer fireworks, or the occurrence of a supervised public display of fireworks.

~~(3)~~(2) Permits may be granted by the Fire Chief or designee for conducting a supervised public display of fireworks. Every supervised public display of fireworks shall be of such character and so located, discharged or fired, only after proper inspection and in a manner that does not endanger persons, animals, or property. The Fire Chief has authority to impose conditions on any permits granted. When a high fire danger is declared, the Fire Chief shall not issue a permit, or shall revoke a permit previously issued, for supervised public display of fireworks.

(C) *Sale of fireworks.*

(1) No person shall sell or permit or authorize the sale of permissible consumer fireworks to a person who is under 16 years of age.

(2) No person shall sell or permit or authorize the sale of permissible consumer fireworks in conflict with state law.

(D) Posting of signs by persons engaged in the sale of fireworks; civil penalty.

(1) Prior to the sale of permissible consumer fireworks, every person engaged in such sales shall prominently display signs indicating the following:

~~(a) The use of fireworks within the City of El Mirage, including permissible consumer fireworks, as defined by City of El Mirage Code, is prohibited.~~

~~(b)~~(a) Consumer fireworks authorized for sale under state law may not be sold to persons under the age of 16.

(2) Signs required under this section shall be placed at each cash register and in each area where fireworks are displayed for sale.

(3) The Fire Chief or designee shall develop regulations concerning the size and color of the required signs and shall develop a model sign. The required sign regulations and model sign shall be posted on the City of El Mirage's website and filed with the Clerk's office.

(4) Failure to comply with divisions (D)(1) or (D)(2) above is a civil offense punishable by a minimum fine of not less than \$500 or more than \$1,000.

(E) Authority to enforce violations of this article; means of enforcement.

(1) The Fire Chief or designee, a City of El Mirage ~~P~~police ~~O~~fficer, a City of El Mirage Code Enforcement Officer, or the City Attorney may issue civil complaints to enforce violations of this section.

(2) Any person authorized pursuant to this section to issue a civil complaint may also issue a notice of violation specifying actions to be taken and the time in which they are to be taken to avoid issuance of a civil or criminal complaint.

(3) A City of El Mirage ~~P~~police ~~O~~fficer or the Fire Chief or his or her designee may issue criminal complaints to enforce this section.

(F) Liability for emergency responses related to use of fireworks; definitions.

(1) A person who uses, discharges or ignites permissible consumer fireworks, prohibited novelty items, or anything that is designed or intended to rise into the air and explode or to detonate in the air or to fly above the ground, is liable for the expenses of any emergency response that is required by such use, discharge or ignition. The fact that a person is convicted or found responsible for a violation(s) of this section is prima facie evidence of liability under this section.

(2) The expenses of an emergency response are a charge against the person, parent or legal guardian if a minor, liable for those expenses pursuant to division (F)(1) of this section. The charge constitutes a debt of that person and may be collected proportionately by the public agencies, for-profit entities or not-for-profit entities that incurred the expenses. The liability imposed under this section is in addition to and not in limitation of any other liability that may be imposed.

(3) For the purposes of this division, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

EXPENSES OF AN EMERGENCY RESPONSE. Reasonable costs directly incurred by public agencies, for-profit entities or not-for-profit entities that make an appropriate emergency response to an incident.

REASONABLE COSTS. The costs of providing police, fire fighting, rescue and emergency medical services at the scene of an incident and the salaries of the persons who respond to the incident.

(G) *Penalty.* A violation of any provision of § 95.02(B) or (C) may be cited as either a civil infraction or class one misdemeanor offense. Each day that a violation continues after due notice has been served, with reasonable opportunity to abate the violation, shall be deemed a separate offense.

(Ord. O10-10-17, passed 10-28-2010)



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 07/31/2019	TYPE OF ACTION: Ordinance	SUBJECT: Consideration and action to adopt Ordinance O19-08-07 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks to comply with Arizona Revised Statutes (A.R.S.) § 36-1601. (Fire)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Regular		

TO: Mayor and Council
FROM: Christopher DeChant, Fire Chief

RECOMMENDATION:

Adopt Ordinance O19-08-07 amending City Code Title IX, Chapter 95: Public Safety, Section § 95.02 Fireworks to comply with A.R.S. § 36-1601.

PROPOSED MOTION:

I move to approve Ordinance O19-08-07 amending City Code Section § 95.02 to comply with state code as presented.

BACKGROUND:

A.R.S. § 36-1601 has been revised and allows the purchase and use of consumer grade fireworks from May 20 through July 6 and December 10 through January 3 of each year. City Code Section § 95.02 prohibits the use of consumer grade fireworks within the boundaries of the City of El Mirage year round. State law specifically precludes municipalities from placing use restrictions during the timeframes mentioned above and R19-08-18 amends the City Code to comply with A.R.S. § 36-1601. A.R.S. § 9-802 allows publication of a one-page ordinance by making reference to an approved resolution with attachments.

Attachments

O19-08-07 - Fireworks Code Amendment

ORDINANCE O19-08-07

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, AMENDING TITLE IX, CHAPTER 95: PUBLIC SAFETY, SECTION § 95.02 FIREWORKS OF THE CODE OF THE CITY OF EL MIRAGE.

WHEREAS, Ordinance O10-10-17, was adopted by Council on October 28, 2010 prohibiting use of fireworks anywhere within El Mirage city limits; and

WHEREAS, Arizona Revised Statutes (A.R.S.) § 36-1601 has been updated listing specific dates of the year when fireworks are allowed and preempting municipalities from a total prohibition of the use of fireworks rendering the current Fireworks Section § 95.02 of the City Code out of compliance; and

WHEREAS, Arizona Revised Statutes § 9-802 provides a procedure whereby a municipality may enact the provisions of a code or public record by reference, without setting forth such provisions, provided that the adopting ordinance is published in full;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF EL MIRAGE, ARIZONA, as follows:

- Section 1. That certain document titled "Exhibit A" which document was made public record by Resolution R19-08-18 amending Chapter 95, is hereby referred to, adopted and made part of the El Mirage City Code as if fully set out in this Ordinance.
- Section 2. All ordinances, resolutions, or codes in conflict with the provisions of this Ordinance or Code adopted by this Ordinance are repealed.
- Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance in any part of this addition adopted here by reference is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 4. The City Clerk is hereby directed to publish this adopting ordinance in full and will become effective at the time and manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of El Mirage, Arizona this 13th day of August, 2019.

Alexis A. Hermosillo, Mayor

ATTEST:

APPROVED AS TO FORM:

Sharon Antes, City Clerk

Justin Pierce, City Attorney



REQUEST FOR COUNCIL ACTION

DATE SUBMITTED: 08/01/2019	TYPE OF ACTION: Other	SUBJECT: Consideration and action to adopt the 2019 Design & Development Standards Manual as an official City document. (Community Development)
DATE ACTION REQUESTED: 08/13/2019		
AGENDA SECTION: Regular		

TO: Mayor and Council
FROM: Bryce Christo, Assistant City Engineer

RECOMMENDATION:

Adopt the 2019 Design & Development Standards Manual.

PROPOSED MOTION:

I move to adopt the 2019 Design & Development Standards Manual as presented.

BACKGROUND:

The 2019 Design & Development Standards Manual was developed to provide clear and concise requirements for designers and contractors to follow when working within the City. A copy of the Manual was provided to City Staff and a Work Session was held in April to discuss the goals of the document and to highlight some of its content.

The Manual was also posted for public review for 30 days and no comments were provided. The Manual is being presented today in order to adopt it as an official document that staff can begin to use in its review of improvement plans and construction sites. The 245-page manual is available for review in the City Clerk's Office.